

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 16, 2025
7:00 p.m.

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

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. PRESENTATIONS/AWARDS/PROCLAMATIONS
4. PUBLIC COMMENTS – 3-Minute Limit Per Person
The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes have elapsed. All persons who desire to provide Public Comment shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council Meeting.
5. REPORT OF THE MAYOR
6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS
7. PUBLIC HEARING – 5-Minute Limit per Person
Public Hearings are an opportunity for the City Council to listen to input about a particular topic or item being considered by the Council. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. A buzzer or notification will sound when five minutes have elapsed. All persons speaking at a Public Hearing shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.
 - A. Case No. 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*)
8. CONSENT AGENDA
 - A. Approval of Council Minutes and Reports
 - B. Receipt of Reports from Boards, Commissions and Committees
 1. Saint Charles Parks & Recreation Board Meeting of October 15, 2025

2. Main Street Special Business District Advisory Board Meeting of November 6, 2025
3. Planning and Zoning Commission Meeting of November 10, 2025

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

1. Contract with Crescent Printing Company d/b/a CPC Printing & Promotions to Print, Prepare, and Deliver Twelve Issues of the City's Monthly Newsletter in 2026 in an Amount Not to Exceed \$127,958.04
2. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed \$627,200.00 for the Boones Lick Road and Fairgrounds Road Roundabout Project
3. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed \$320,000.00 for the Boones Lick Road Improvements from 5th Street To Fairgrounds Road Project
4. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed \$832,000.00 for the First Capitol Drive and Kingshighway Street Roundabout Project
5. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed \$400,000.00 for the First Capitol Drive and Tompkins Street Intersection Improvements Project
6. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed \$573,822.40 for the Fox Hill Road Improvements Project
7. An Agreement with St. Charles County To Receive St. Charles County Transportation Sales Tax Funds In An Amount Not To Exceed \$637,732.80 for the Muegge Road Intersection Improvements Project
8. Contract with MacQueen Emergency for the Purchase of Two New Apparatus for the Fire Department in an Amount Not to Exceed \$2,781,502.00
9. Contract with Arthur J. Gallagher Risk Management Services Inc. to Place Various Lines of Coverages for the City from January 1, 2026 through January 1, 2027 in an Amount Not to Exceed \$1,668,454.00
10. Fourth Renewal Contract of C21-351, as amended, with Scout Realty Group to Extend and Expand the Annual Real Estate Services Agreement for 2026 in an Amount Not to Exceed \$90,000.00
11. Contract with Engelmeyer & Pezzani, LLC for Municipal Prosecution Services for 2026 through 2028 in an Amount Not to Exceed \$139,514.94
12. Contract with Englemeyer & Pezzani, LLC for Legal Services in 2026 in an Amount Not to Exceed \$10,000.00

E. Preliminary Plats

F. Miscellaneous

1. Report of the Court Administrator of Monies Collected and Deposited - November 2025

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

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 (Amended)

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 (To Be Withdrawn)

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*)

12. BILLS FOR INTRODUCTION

BILL 14040

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 #12) (*SPONSOR: BART HABERSTROH*)

BILL 14041

AN ORDINANCE OF THE CITY OF ST. CHARLES, MISSOURI, APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE CITY TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS FOR THE BOULDERS AT SOUTHPOINTE PROJECT; APPROVING A TERMINATION AGREEMENT RELATED TO THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (SOUTHPOINTE DEVELOPMENT PROJECT), SERIES 2025; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (*SPONSOR: MARY WEST*)

BILL 14042

AN ORDINANCE REPEALING ORDINANCE NO. 2024-159 AND ENACTING NEW 2026 BUDGETED POSITIONS, RECLASSIFYING VARIOUS BUDGETED POSITIONS, AND FURTHER REVISING JOB TITLES, PAY GRADES, SALARY RANGES, AND OTHER COMPENSATION FOR EMPLOYEES (*SPONSORS: MICHAEL GALBA AND MARK HOLLANDER*)

BILL 14043

AN ORDINANCE AMENDING SECTIONS 710.660 THROUGH 710.740 OF THE CODE OF ORDINANCES PERTAINING TO FATS, OILS AND GREASE IN THE WASTEWATER COLLECTION SYSTEM (*SPONSOR: MICHAEL GALBA*)

BILL 14044

AN ORDINANCE AMENDING CHAPTER 210 OF THE CODE OF ORDINANCES TO UPDATE THE RULES AND REGULATIONS PERTAINING TO DOGS, CATS AND OTHER ANIMALS WITHIN THE CITY; AND, ASSOCIATED THEREWITH, AN AMENDMENT TO SECTION 135.100, PERTAINING TO SEARCH WARRANT PROCEDURES, AND ENACTMENT OF A NEW SECTION 215.605, PERTAINING

TO ASSAULTS ON POLICE ANIMALS (*SPONSORS: MARK HOLLANDER AND BRIAN GOULD*)

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

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

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

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

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. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

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.

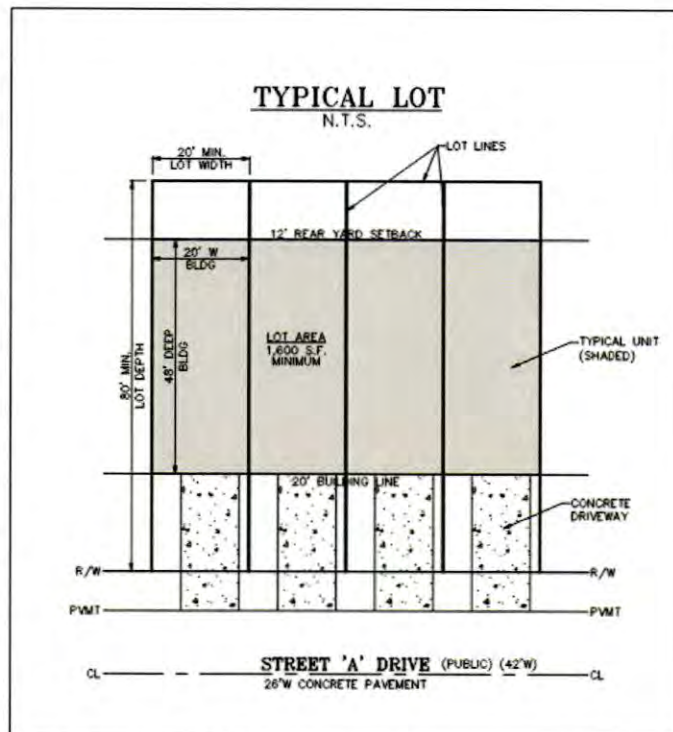


Figure 2: Typical lot detail.

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.

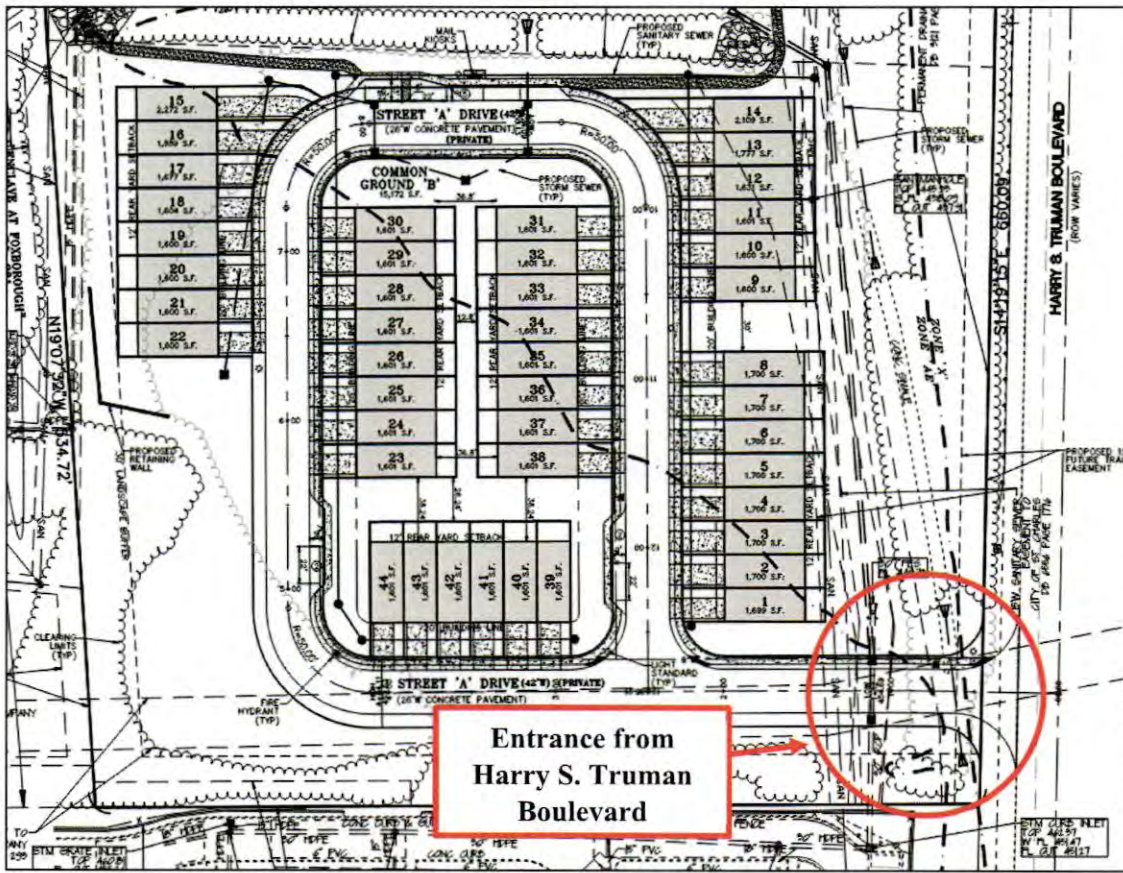


Figure 4: Proposed Access Point.

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.

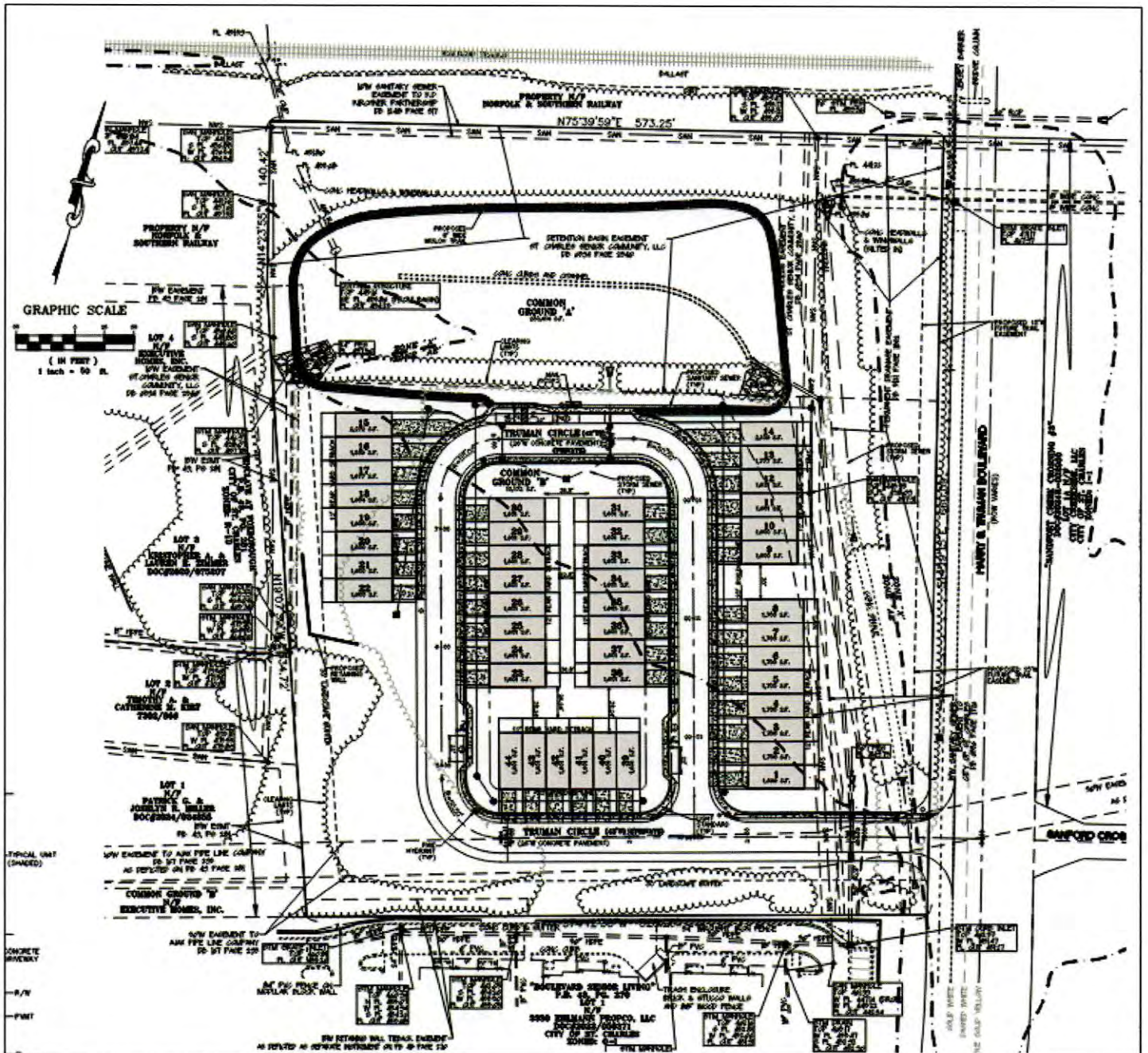


Figure 5: Submitted Site Plan.



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.

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

AMENDED

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 shall apply masonry on the frontage area adjacent to the front door (to the height of the overhang) 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 12/3/2025
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.

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

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

PREPARED FOR:
T.R. HUGHES HOMES
239 FOX HILL ROAD
ST. CHARLES, MO 63301
636-840-9300

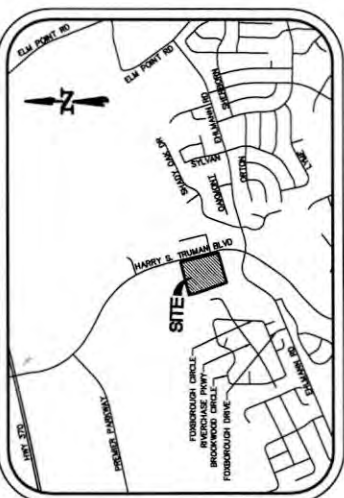
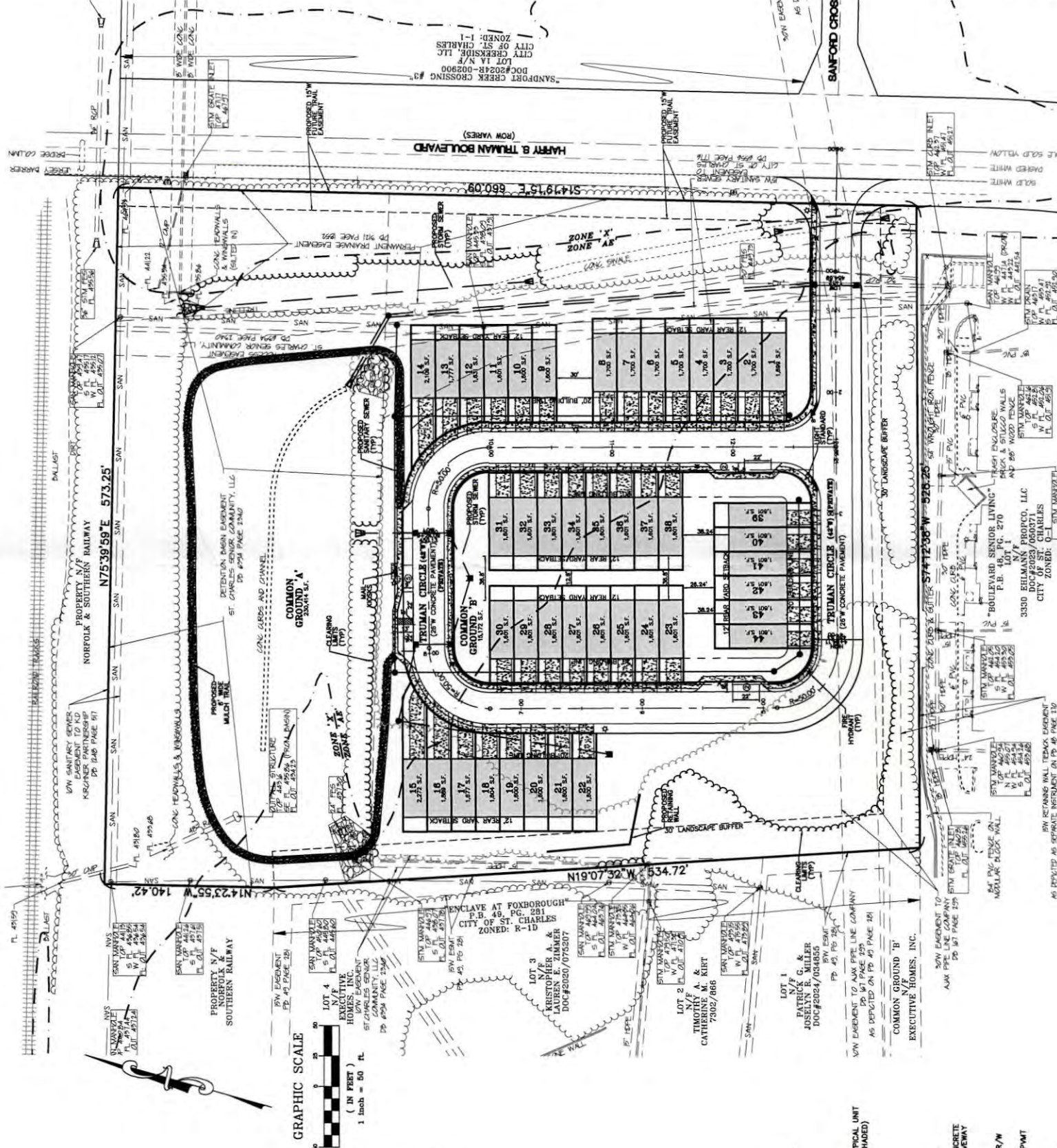
DEVELOPMENT NOTES:

1. TOTAL GROSS AREA OF TRACT: 6.50 ACRES
2. EXISTING ZONING: I-1 - LIGHT INDUSTRIAL DISTRICT
3. PROPOSED ZONING: PD-R (PD-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:
WATER: WASHINGTON STATE WATER SUPPLY COMPANY
SEWER: SPC COMPANY
GAS: SPC COMPANY
ELECTRICITY: CITY OF ST. CHARLES SANITARY
CITY OF ST. CHARLES
FIBER OPTIC: CITY OF ST. CHARLES
TELEPHONE: CITY OF ST. CHARLES
ST. CHARLES SCHOOL DISTRICT

8. R-3A ZONING SETBACK REQUIREMENTS:
FRONT YARD: 25'
SIDE YARD: 7'
REAR YARD: 25'
MINIMUM DISTANCE (HORIZ) BETWEEN BLDGS = 30'
MINIMUM LOT WIDTH = 75'
MINIMUM STREET FRONTAGE = 25'
MINIMUM LOT AREA = 10,000 S.F.
MAXIMUM BUILDING HEIGHT = 3 STORES 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 EVALUATIONS:
FRONT YARD = 20'
SIDE YARD = 0'
REAR YARD = 12'
MINIMUM LOT WIDTH = 20'
MINIMUM LOT AREA = 1800 S.F.
MINIMUM LOT COVERAGE = 30%
MINIMUM STREET FRONTAGE = 20'

10. ALL PROPOSED UTILITIES SHALL BE LOCATED UNDERGROUND.
11. EASEMENTS WILL BE PROVIDED ON RECORD PLAT.
12. MINIMUM LOT AREA PROPOSED = 1,600 S.F. OR 0.036 ACRES
13. AVERAGE LOT AREA = 1,659 S.F. OR 0.038 ACRES
14. COMMON GROUND AREA = 245,586 S.F. OR 5.63 ACRES
15. NET ACREAGE: 6.50 ACRES = 1.18 ACRES (ROW AREA) = 7.32 ACRES
16. DENSITY CALC.:
RESIDENTIAL DENSITY SHALL NOT EXCEED 18 UNITS/ACRE
44 UNITS / 2.45 ACRES = 17.9 UNITS/ACRE
17. COMMON OPEN SPACE REQUIREMENT:
15% OF THE GROSS AREA OR 975 S.F. EQUIVALENT TO 1 ACRE FOR EACH 100 PERCENT OF THE GROSS AREA OR 650 S.F.
8.50 ACRES X 15% = 1,275 ACRES
44 LOTS X 2.5 PERSONS = 110/100 = 1.1 ACRES
1.275 ACRES REQUIRED: 5.63 ACRES PROVIDED
18. LANDSCAPE BUFFER REQUIREMENTS:
1. TREE PER 30 LINEAL FEET OF FRONTAGE ALONG THE ADJACENT RESIDENTIAL DISTRICT. (SHRUBS ALSO REQUIRED)
534.72' / 30 LF = 17.8 ~ 18 TREES REQUIRED
2. SUBSTANTIATION: PLUS 18 TREES PROVIDED (ALSO EX. TREES TO BE RETAINED ALONG BUFFER)
19. SOUTH PROPERTY LINE:
1. TREE PER 30 LINEAL FEET OF FRONTAGE ALONG THE ADJACENT COMMON GROUND. (SHRUBS ALSO REQUIRED)
534.72' / 30 LF = 17.8 ~ 18 TREES REQUIRED
2. SUBSTANTIATION: PLUS 18 TREES PROVIDED (ALSO EX. TREES TO BE RETAINED ALONG BUFFER)
20. TREE PRESERVATION:
TREES REMOVED = 114 ACRES (56%)
TREES TO REMAIN = 1.98 ACRES (3%)
21. UNITS/LOTS WILL BE SERVED BY CITY OF ST. CHARLES WATER.
22. UNITS/LOTS WILL BE SERVED BY CITY OF ST. CHARLES SEWER.
23. EXISTING DETENTION PROVIDED.

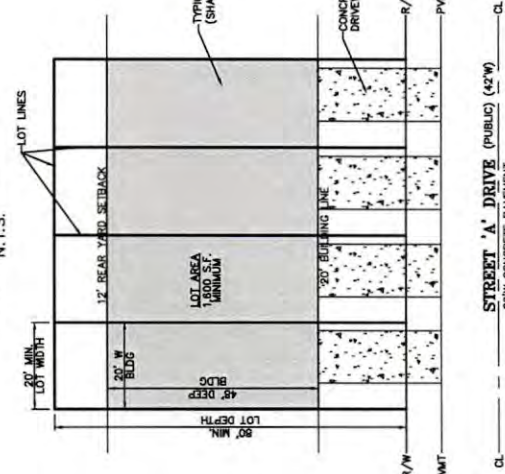
- ### SHEET INDEX:
- 1 COVER SHEET/SITE PLAN
 - 2 GRADING PLAN
 - 3 LANDSCAPE/LOT DETAIL PLAN



LOCATION MAP
NOT TO SCALE

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 VARIATION); SAID POINT BEING THE SOUTHWEST CORNER OF SAID TRACT LIVING; A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 48, PAGE 270 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS OF THE PLANNING COMMISSION; SAID POINT BEING 58 DEGREES 12 MINUTES 38 SECONDS WEST 528.25 FEET TO A POINT; SAID POINT BEING TO THE SOUTHWEST CORNER OF A BLOCK 16, PLAT 28, RECORDED IN THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE WITH THE EAST LINE OF SAID PLAT, NORTH 10 DEGREES 07 MINUTES 19 SECONDS WEST 140.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 19 MINUTES 15 SECONDS EAST 860.08 FEET TO THE POINT OF BEGINNING, CONTAINING 6.50 ACRES

TYPICAL LOT
N.T.S.



STREET 'A' DRIVE (PUBLIC) (42')
25' W CONCRETE PAVEMENT

221 Point West Blvd.
St. Charles, MO 63301
636-828-5630
FAX 636-1718

**ENGINEERING
PLANNING
SURVEYING**

Box Engineering Company, Inc.
Missouri State Certificate of Authority
Surveyors No. 200144

10/28/25	CITY COMMENTS

DISCLAIMER OF RESPONSIBILITY:
I hereby disclaim any responsibility for all other instruments relating to any part or parts of the architectural or engineering project or survey information these authorized by my seal.



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

COVER SHEET/
SITE PLAN

JEPT
 ENGINEERING
 PLANNING
 SURVEYING
 221 Point West Blvd.
 St. Charles, MO 63301
 636-628-5652
 FAX 628-1718
 Eric Englehardt, Company, Inc.
 Missouri State Certificate of Authority
 Missouri State Certificate of Authority
 Surveyor License # 14214

DISCLAIMER OF RESPONSIBILITY
 I hereby disclaim any other drawings, specifications, estimates, reports or other documents or drawings that have been prepared by me or other professionals in my field or by any other person or entity, in connection with this project, which are not identified as such on this drawing. I accept no responsibility for the accuracy or completeness of any information or data not shown on this drawing. I am not responsible for any delays or omissions in the preparation of this drawing. I am not responsible for any errors or omissions in the preparation of this drawing. I am not responsible for any costs incurred in the preparation of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the use of this drawing. I am not responsible for any claims, damages, losses, expenses, or liabilities, in whole or in part, arising out of or from the fordross

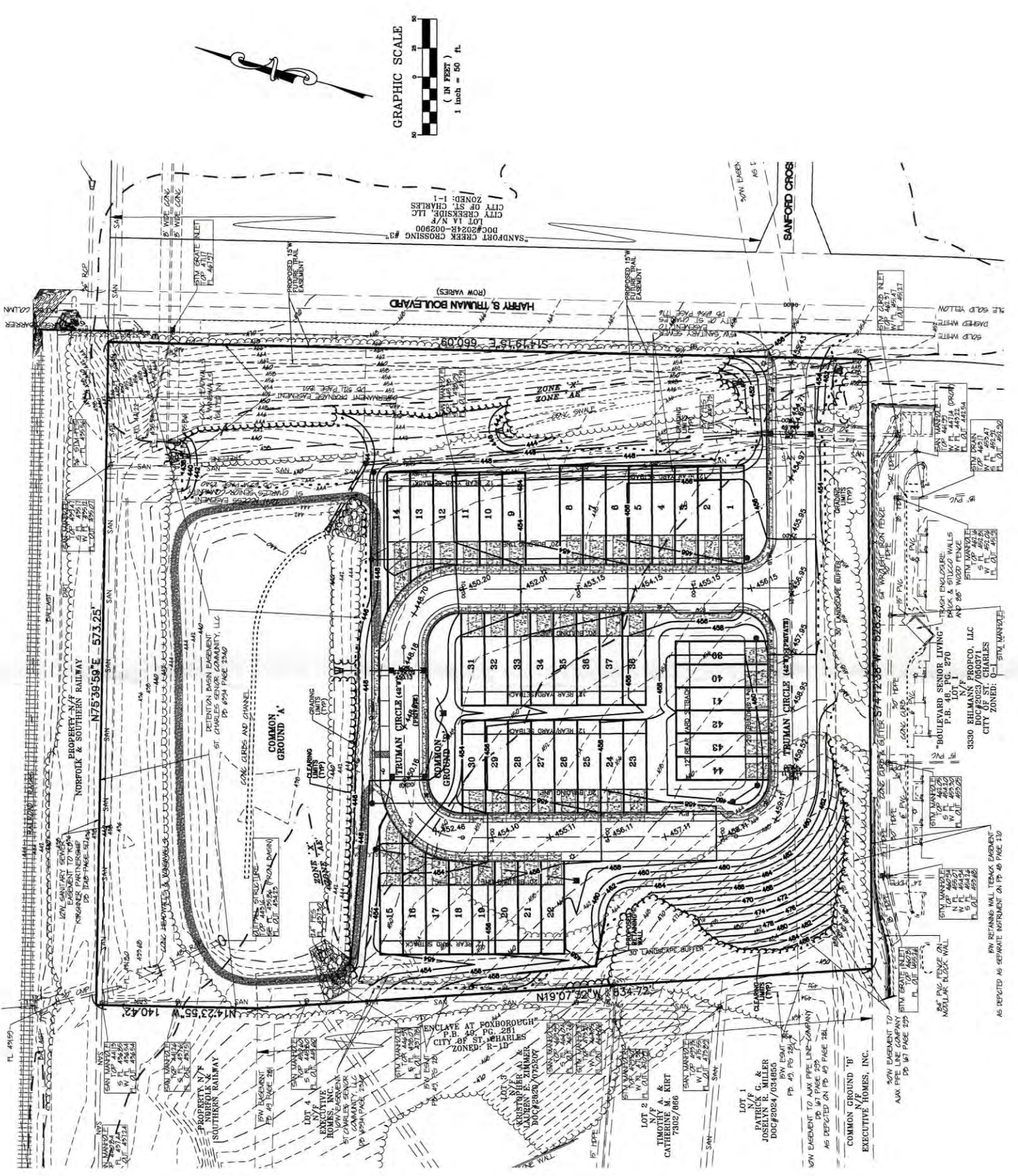
NO.	REVISIONS
10/28/25	CITY COMMENTS

Jeffrey B. Shimoda
 Civil Engineer
 2007030831



10/08/2025
 DATE
 02-11906FC
 PROJECT NUMBER
 11906FC02e.dwg
 FILE NAME
 JBS
 DESIGNED
 JBS
 CHECKED
 JBS
 11/06/2025

GRADING
 PLAN



AS REPORTED AS SEPARATE INSTRUMENT ON PD 46 PAGE 120

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

EP
**ENGINEERING
 PLANNING
 SURVEYING**
 221 Point West Bldg.
 St. Charles, MO 63301
 636-628-5662
 FAX 636-1718

San Engineering Company, Inc.
 Missouri State Certificate of Authority
 Surveyor License No. 000655
 Surveyor License No. 000654

NO.	DATE	CITY COMMENTS
10/28/25		

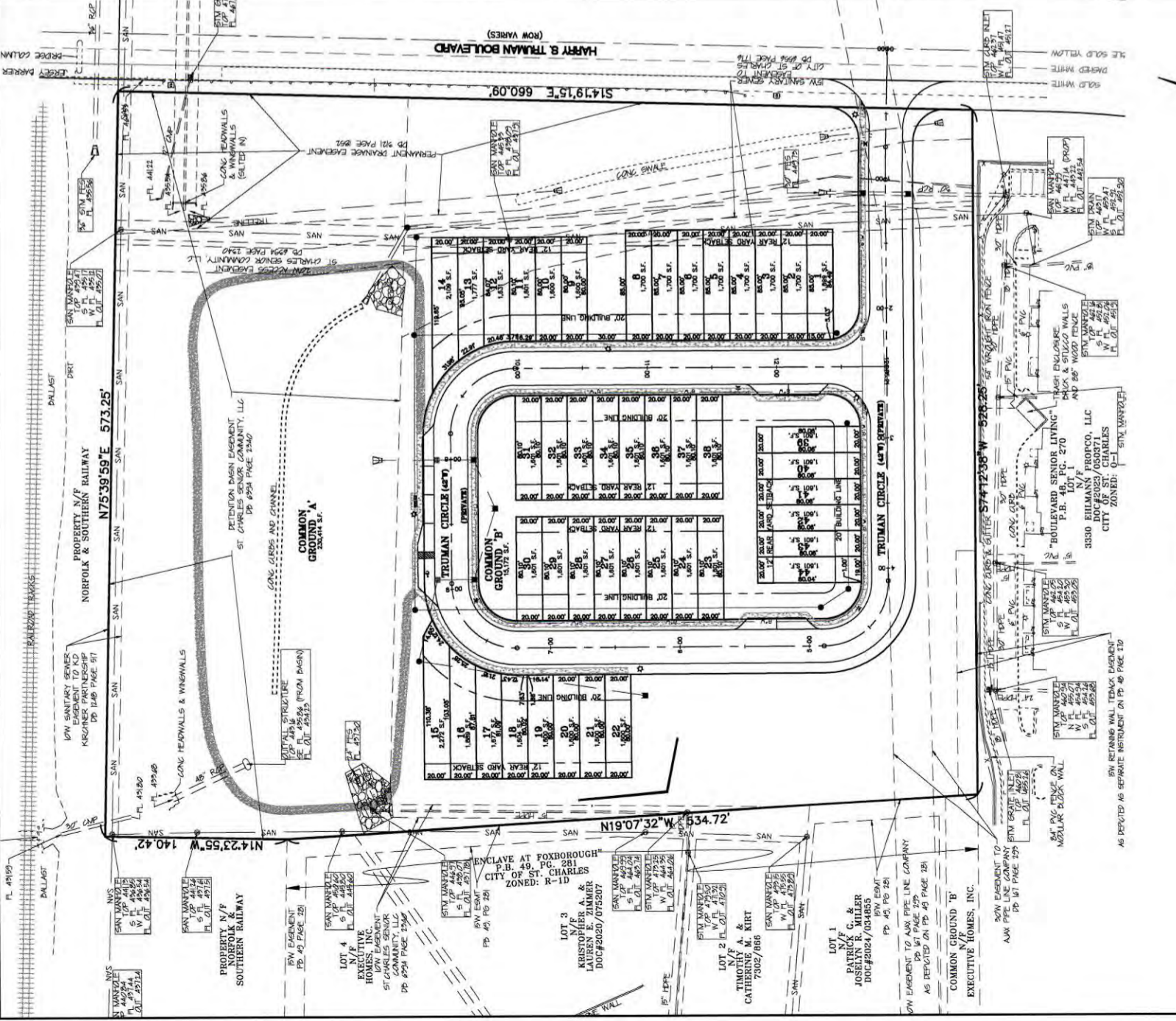
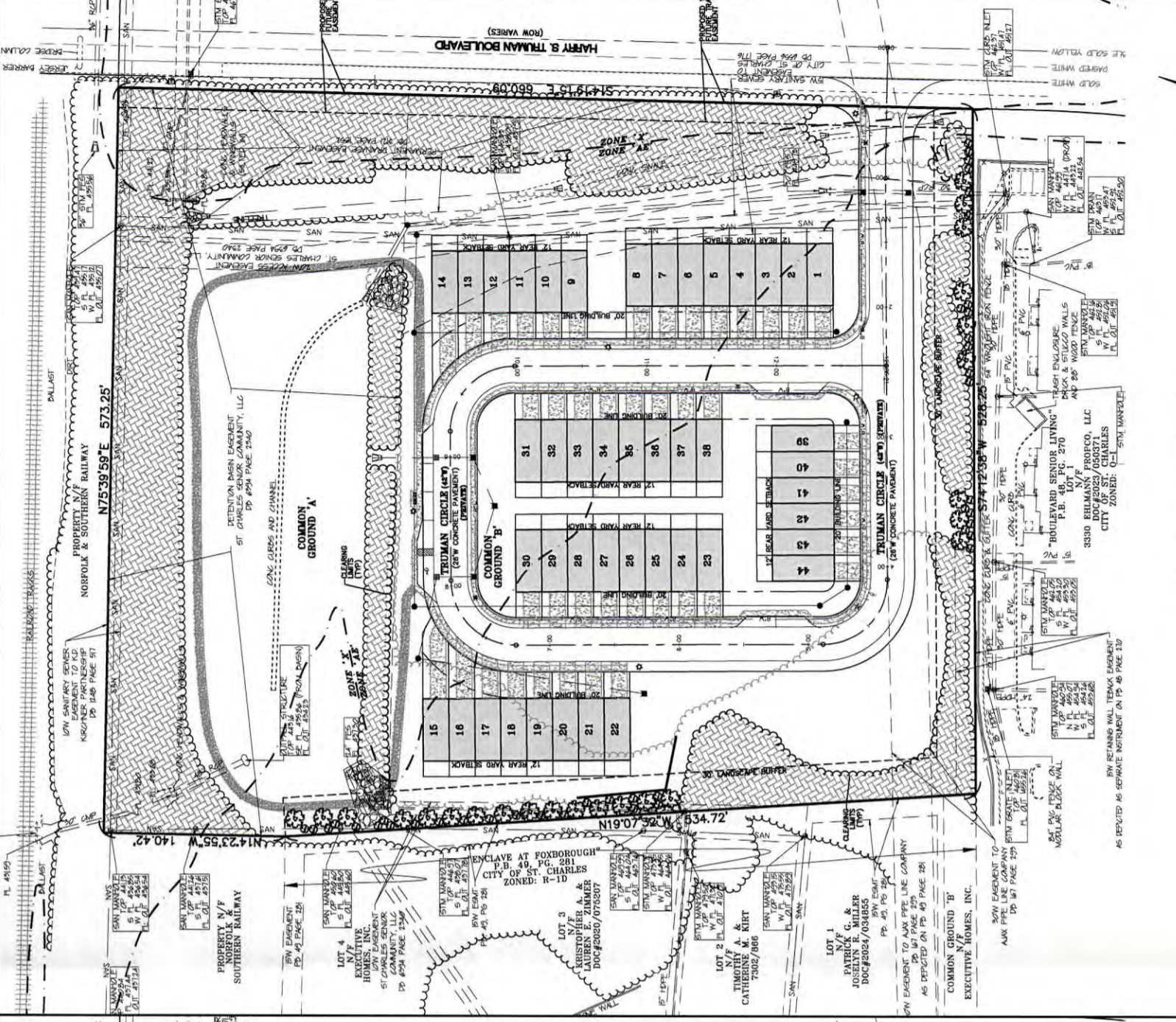
DISCLAIMER OF RESPONSIBILITY
 I hereby certify that this plan and all other drawings, specifications, estimates, reports or other documents or parts of the architectural or engineering work herein are the work of me or other persons authorized by me.



10/08/2025
 DATE
 02-11906FC
 PROJECT NUMBER
 11906FC000.dwg
 FILE NAME
 CLM
 DRAWING
 JBS
 DESIGNED
 CBE/CEC
 CHECKED

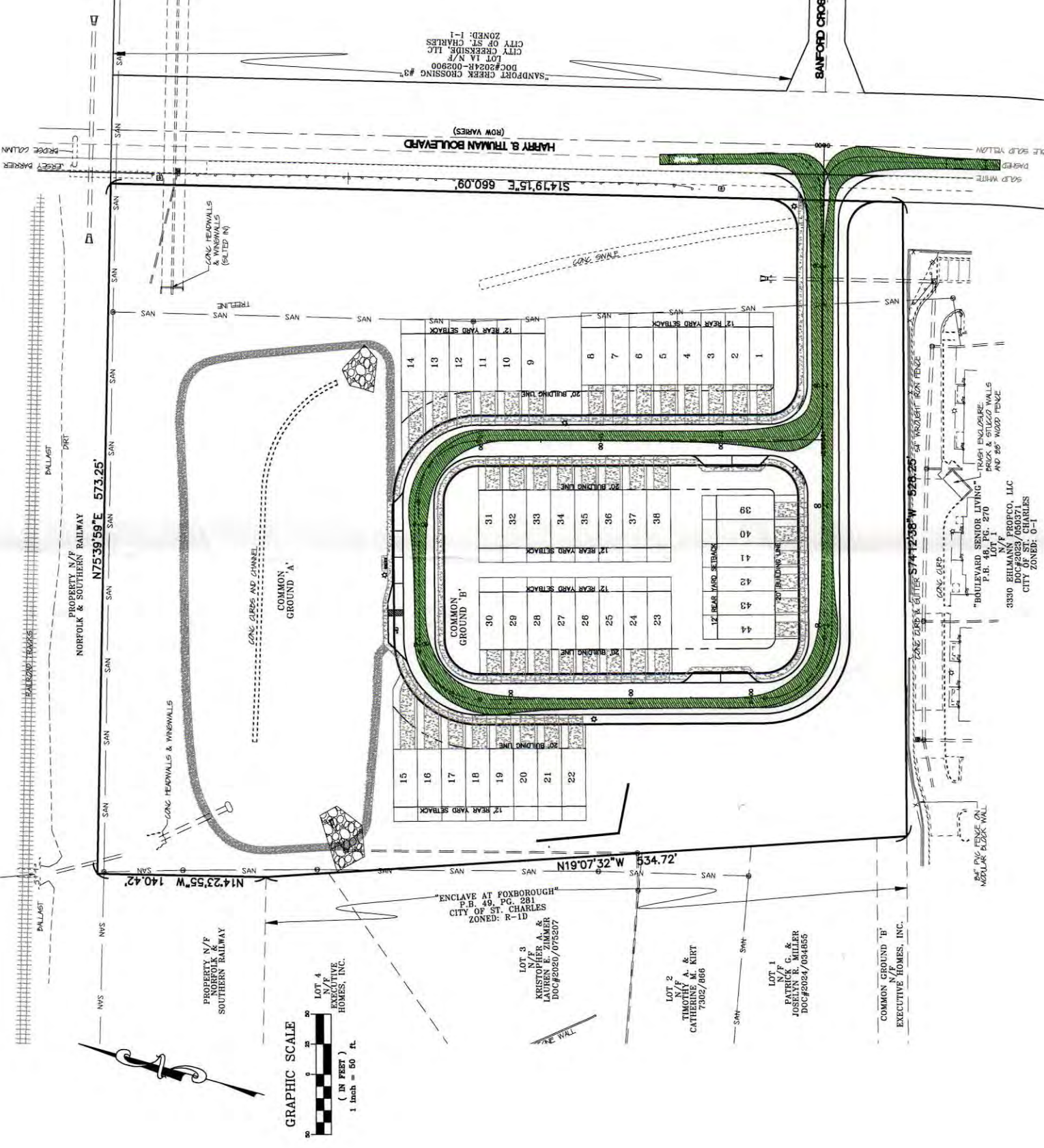
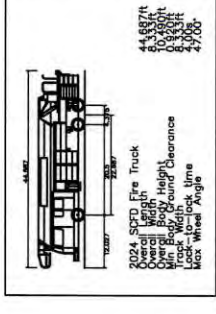
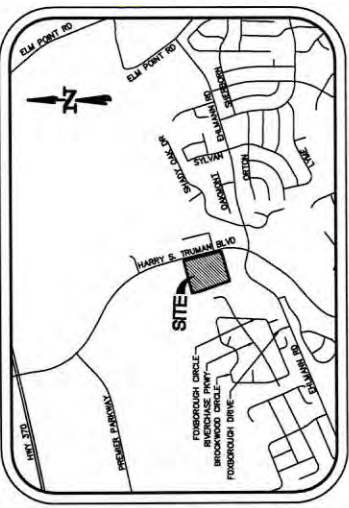
LANDSCAPE/
 LOT DETAIL
 PLAN

3 of 3



A FIRE APPARATUS MOBILITY EXHIBIT 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



A FIRE APPARATUS MOBILITY EXHIBIT FOR
TRUMAN MEADOWS
EHLMANN ROAD
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301

JEFFREY B. SIMMONS
ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5652
FAX 636-1718

JEFFREY B. SIMMONS
Civil Engineer
2007050831

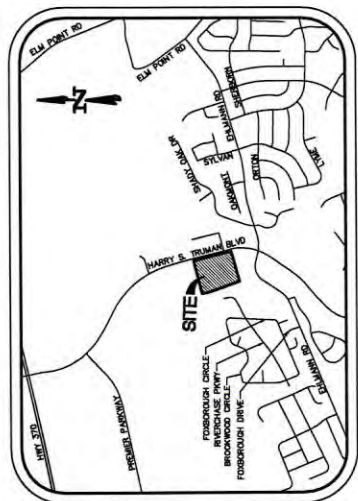
DISCLAIMER OF RESPONSIBILITY

I hereby disclaim any liability in connection with the design, preparation, use, or reproduction of this drawing, specifications, estimates, reports or other documents or drawings prepared by me or my firm. These documents are prepared for the project and site specifically identified on the drawing and are not intended to be used for any part or parts of the architectural or engineering project or any other project not specifically identified on the drawing. My liability is limited to the project and site identified on the drawing.

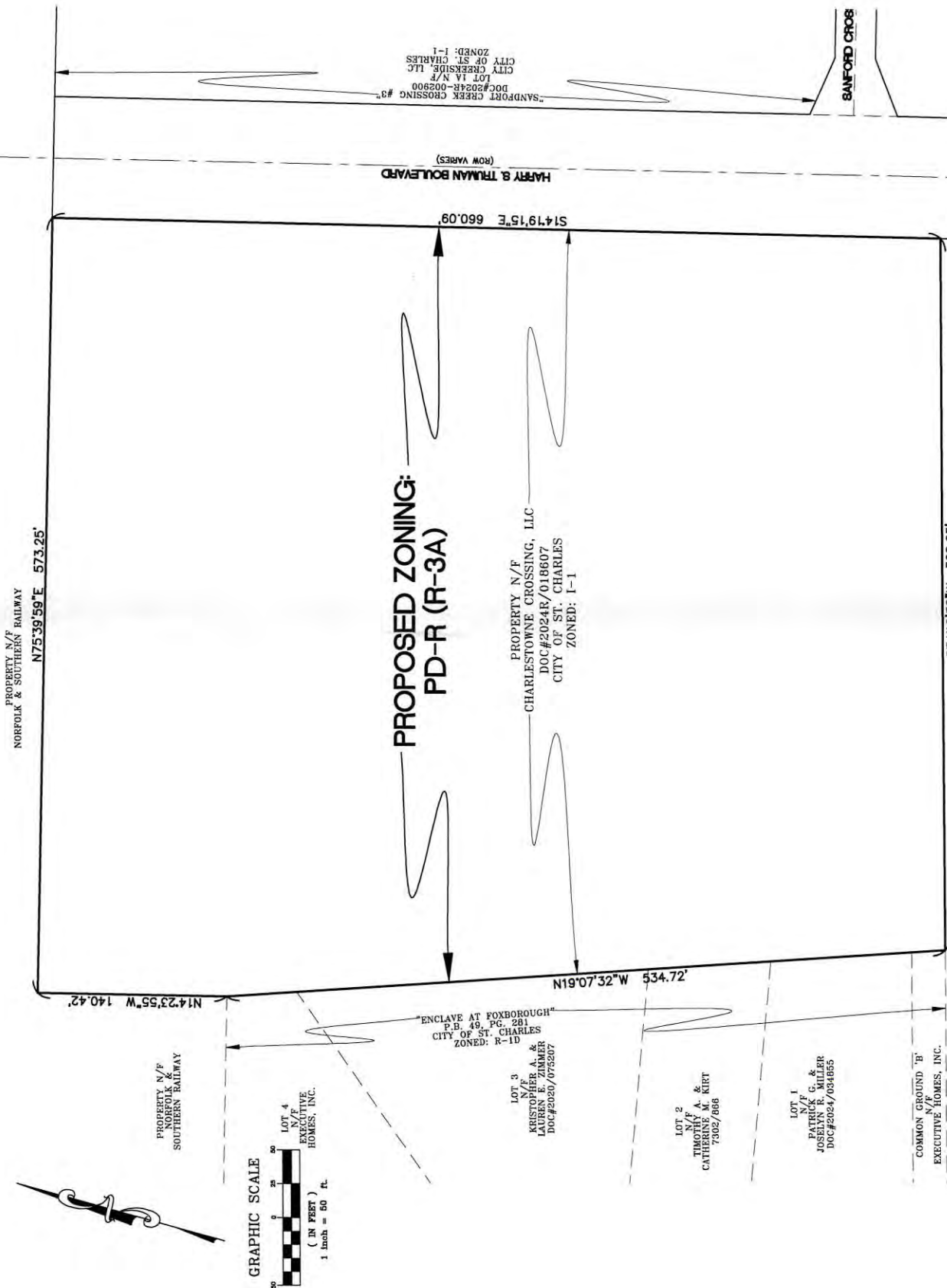
DATE: 10/08/2025
PROJECT NUMBER: 02-11906FC
FILE NAME: 11906FC0pre.dwg
DRAWN BY: JBS
CHECKED BY: JBS
DESIGNED BY: JBS

FIRE APPARATUS MOBILITY EXHIBIT

1 of 1



A REZONING EXHIBIT 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



"BOULEVARD SENIOR LIVING"
P.B. 40, P.C. 270
LOT 1
N/F
3330 BELLAIR / PREGO, LLC
CITY OF ST. CHARLES
ZONED: 0-1

A REZONING EXHIBIT FOR
TRUMAN MEADOWS
EHLMANN ROAD
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301

PREPARED FOR:
T.R. HUGHES HOMES
239 FOX HILL ROAD
ST. CHARLES, MO 63301
636-940-9200



San Engineering Company, Inc.
Missouri State Certificate of Authority
Missouri State Certificate of Authority
Surveyor License #002014

DISCLAIMER OF RESPONSIBILITY
The Engineer shall be responsible only for the drawings, specifications, estimates, reports or other documents or parts of the architectural or engineering work prepared by or under the direct supervision of the Engineer or other persons authorized by the Engineer.

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

REZONING
EXHIBIT
(R-3A TO PD-R)





**SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
OCTOBER 15, 2025**

The meeting was **Called to Order** by President Bichel at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

Board Sandy Bichel, Larry Muench, TJ Slattery, Brian Scheidegger, Tim Glosier, and Council Liaison Denise Mitchell were present.

Kathy Mudrovic, Anna Shy & Anne Zerr were absent.

Staff Maralee Britton – Director, Chris Atkinson – Assistant Director
Don Borgmeyer – Enterprise Superintendent, Mike Wilkins – Chief Park Ranger
Peter Van Linn – Maintenance Superintendent, Mary Ann Ohms – Assistant City Attorney

Others Larry Dobrosky – City Administrator, Mayor Dan Borgmeyer, Councilperson Galba, Councilperson Otto, Scott Runde – SWT Design, Jay Wohlschlaeger – SWT Design, Lori Badalamenti – Navigate Building Solutions, Craig Schluter – Navigate Building Solutions, Brad Pierce – Introba.

3. **Pledge of Allegiance**

4. **Verbal Petitions/Public Comments and Response:** None

5. **Staff Reports/Presentations:**

A. Legacy Farms Park Conceptual Design Development Presentation from Consultant Team.

The consultant team made a presentation the Board about the current status of the project. They highlighted the original master plan layout and then the two different options of the new park layout that are being driven by where along Highway B MoDot will allow access into the park property (Boschertown Road, Copperfield Court). Included images also showed the potential layout and locations of the signature playground, restrooms, park pavilion, bike park, disc golf course and natural elements in Phase 1. Presentation also highlights visuals of what the playground and buildings and structures could look like architecturally. Currently another consultant is completing the Traffic Impact Study (TIS) requested by MoDot that will be used to determine the access point into the park. Also working on a playground bid package. Consultant Team along with Navigate also working on project budget and construction cost estimates so that the design will fit with the project construction budget of approx. \$4,500,000.

6. **Items for Discussion and/or Action-**

- A. **Purchase of netting system for the Wapelhorst Ball Field Complex from Future Pro, Inc. in an amount not to exceed \$26,950.00***

Atkinson presented the purchase of the netting system that will be installed around a section of the outfield fence at the Wapelhorst Ball Field Complex.

Glosier made a motion to approve the purchase; seconded by Scheidegger. Motion Passed.

- B. **Resolution #2, 2025 – Request to declare equipment/items surplus***

Atkinson presented the request. Mayor Borgmeyer stated that he may be interested in the surplus minivan for use with another City Department/homeless.

Muench made a motion to approve the purchase; seconded by Slattery. Motion Passed.

- C. **Resolution #3, 2025 - Destruction of documents***

Atkinson presented the request.

Glosier made a motion to approve the request; seconded by Scheidegger. Motion Passed.

7. **Meeting Minutes:**

- A. Parks & Recreation Board Meeting Minutes July 16, 2025*
- B. Parks & Recreation Board Work Session Meeting Minutes August 6, 2025*
- C. Parks & Recreation Board Finance Committee Meeting Minutes August 27, 2025*
- D. Parks & Recreation Board Special Work Session Meeting Minutes September 10, 2025*
- E. Parks & Recreation Board Work Session Meeting Minutes October 1, 2025*

Bichel asked that item 7.E. be corrected to reflect that she was not present at the meeting therefore could not call the meeting to order. Muench made a motion to approve the meeting minutes A, B, C & D and E as amended; seconded by Scheidegger. The motion passed.

8. **Consent Agenda (Items to be received):**

The Consent Agenda was then addressed, which included the following:

- A. Calendar
- B. Financial Worksheets and Project Report

- C. Accounts Receivable Report
- D. Financial Transactions from \$10,000 to \$15,000- None
- E. Oak Grove Cemetery Report

Slattery made a motion to approve the consent agenda; Seconded by Muench. The motion passed.

9. Items Removed from the Consent Agenda: None

10. Presidents Announcements and Reminders:

Bichel said that she attended the National Parks & Recreation Association Conference with some staff. Said it was a very educational event. Also thanked the Board Members and people who attended the POP for Parks fundraising event.

11. Directors Report:

A. Thank You's (As Available)

B. General Department Update

Britton asked that Board members provide to staff some comments on the "Why" they use parks and serve on the Park Board. These comments would be used in future brochures and other marketing ideas.

12. Board Member Announcements and Reminders:

Muench is good. He stated that he was rethinking his position on possibly charging for festivals.

Scheidegger – Good,

Slattery – Good and he thinks that the market will decide if charging for festival entrance is appropriate.

Glosier – Good

13. Council Liaison Announcements and Reminders:

Councilperson Mitchell informed the Board that the current City Hall is in the process of being sold by the City to St. Charles County for future office space. There is an upcoming town hall meeting for Ward 10 being held on October 23, 2025 at St. Charles West High School.

14. **Park Board Liaisons Comments**

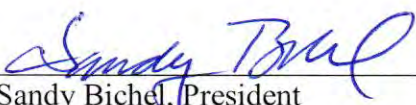
A. **Foundation Report: None**

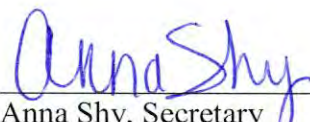
B. **Legislative Report: None**

As there was no further business to discuss Muench moved for **Adjournment** at 7:24 pm;
Seconded by Slattery. The motion passed.

Meeting: October 15, 2025

Respectfully Submitted,


Sandy Bichel, President


Anna Shy, Secretary

MEETING SUMMARY

MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, November 6, 2025 10:30 AM

Conference Room A., City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

Jodi Devonshire, Chair
Ryan Riege
Amy Senter
Chip Bates
Mark Hollander, Council Liaison

Staff Members Present:

Erica Pospisil, Asst. Director Communications
Zach Stanley, Assistant Director of PW
Tim Rohrbacker, PW

ABSENT: Joe Ancmon, Denny Kuss.

Call to Order and Call the Roll – Jodi Devonshire called the meeting to order at 10:30am. There were five (5) members present, enough for a quorum. Taylor Moore conducted roll call.

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

Minutes – Meeting minutes were needing approval for the October 2, 2025 Special Business District Meeting and the October 9, 2025 Special Meeting.

- Amy Senter made a motion to approve the October 2nd minutes as submitted. Ryan Riege seconded the motion. All were in favor (5-0).
- Ryan Riege Made a motion to approve the October 9th minutes as submitted. Amy Senter seconded the motion. All were in favor (5-0).

Correspondence – None.

Police Report for Main Street –Officer Nacke not present. Plans for a presentation regarding the Christmas Season at the December 4, 2025 meeting.

Report from Communications Dept. – Erica Pospisil discussed upcoming events, including the St. Charles Salute Parade for Veterans Day and the Chili Cook Off November 15th. Christmas Traditions also to start at the end of the month.

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

Funding Requests – No funding requests.

Main Street Maintenance Items – Zach Stanley and Tim Rohrbacker were present at the meeting. Zach Stanley gave an update that bids for the Main Street Tree Lights are due November 12th. Berthold Square clock reface has been complete and should be installed by December 1st. Jodi Devonshire and Amy Senter thanked the Public Works team for their attention to the maintenance of the existing tree lights. Additionally, the fence located in the 400 Block of North Main parking lot has been replaced and will be stained soon.

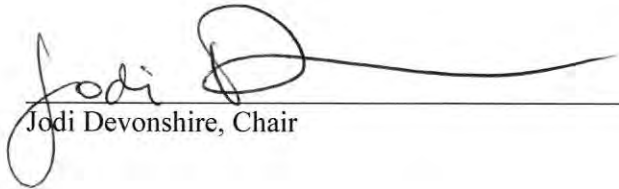
Main Street Colonnade: - The yellow lettering of the Colonnade was discussed to be changed to a more gold color. This item to be removed from the agenda till 2027, and an item for the Washington Street Walkway to be added to discuss possible design options for this throughway.

New Business – Taylor Moore discussed the snow removal contract renewal for this winter season.

Report from City Council Liaison – CM Mark Hollander discussed the food drive and Tractor of Hope that will be occurring this coming Monday.

Other Information from Staff – The Board’s next regular meeting will be December 4, 2025 at 10:30am.

Adjournment – Chip Bates made a motion to adjourn the meeting. Ryan Riege seconded the motion. All were in favor (5-0). The meeting ended at 11:41am.



Jodi Devonshire, Chair

12-4-25
Date

PLANNING AND ZONING COMMISSION - MINUTES

November 10, 2025

City Hall – Council Chambers
200 N Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT:

Shawn Luesse, Chairperson
Missy Palitzsch, Secretary
Mayor Dan Borgmeyer
Michael Galba, City Council Liaison
Chris DeGuentz
Tyson King
Keith Liston
John Morgan
Adriana Perrone

MEMBERS ABSENT

Julie Bartch, Vice-Chair

STAFF PRESENT:

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

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, November 10, 2025**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

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

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the October 20, 2025 Planning and Zoning Commission meeting.

Mayor Borgmeyer made a motion to approve the minutes. Councilmember Galba seconded the motion. All were in favor. The minutes were approved.

CONSENT AGENDA

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. ***This item was TABLED until the November 10, 2025 Planning and Zoning Commission meeting.***

Mayor Borgmeyer made a motion to approve the Consent Agenda. Secretary Palitzsch seconded the motion. All were in favor.

PUBLIC HEARING: Conditional Use

5. 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.

Planner Berry provided the Commission with an overview of the Conditional Use request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Mayor Borgmeyer made a motion to close the public hearing. Commissioner DeGuentz seconded the motion. All were in favor and the public hearing closed.

Commissioner Morgan motioned to forward the Conditional Use application, with 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.

Secretary Palitzsch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their December 2, 2025 meeting.

PUBLIC HEARING: Conditional Use

6. 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.

Planner Brown provided the Commission with an overview of the Conditional Use Permit. The applicant addressed the Commission. The public hearing for the application opened no speakers from the public. Secretary Palitzsch made a motion to close the public hearing. Commissioner DeGuentz seconded the motion. All were in favor and the public hearing closed. Commissioner DeGuentz motioned to forward the Conditional Use application, with 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.

Secretary Palitzsch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their December 2, 2025 meeting.

SITE PLAN

7. Case No. SP-2025-10. (Bax Engineering) A Site Plan application for a new office & workshop with outdoor storage located at 2040 Exchange Drive. The property is zoned -1 Light Industrial District and is located in Ward 4.

Planner Berry provided the Commission with an overview of the Site Plan request. The applicant addressed the Commission. The Commission had a discussion with the applicant, the owner, and staff about the masonry on the building. Councilmember Galba made a motion to approve the Site Plan, subject to the following conditions:

1. Amend elevations to include full height masonry (as shown on the west elevation) to encapsulate the office area, extending approximately three (3) feet past the main entrance door on the south elevation

and match to the same extent on the north elevation.

2. Final review of the proposed lighting and photometric plan will be reviewed for compliance upon the submittal of a building permit.
3. Upon the submittal of a building permit, staff will verify that the landscaping will screen the height of the equipment.

Commissioner DeGuentz seconded the motion. All were in favor.

PUBLIC HEARING: Rezoning

8. 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.

Planner Brown provided the Commission with an overview of this and the following Rezoning requests (Items 8 & 9). The applicant addressed the Commission. The public hearing for the application opened 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.

Councilmember Galba made a motion to close the public hearing. Mayor Borgmeyer seconded the motion. All were in favor and the public hearing closed. Councilmember Galba motioned to forward the Rezoning application, as submitted. Secretary Palitzsch seconded the motion. The Rezoning application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed, 1 Abstention) at their December 2, 2025 meeting.

PUBLIC HEARING: Rezoning

9. 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.

The Commission had a discussion with the applicant and staff about the masonry on the buildings. Secretary Palitzsch motioned to forward the Rezoning application, with the following condition:

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.**

Commissioner DeGuentz seconded the motion. The Rezoning application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed, 1 Abstention) at their December 2, 2025 meeting.

PUBLIC HEARING: Rezoning

10. 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.

Planner Berry provided the Commission with an overview of this and the following Rezoning and Conditional Use requests (Items 10 & 11). The applicant addressed the Commission. The public hearing for the application opened no speakers from the public. Secretary Palitzsch made a motion to close the public hearing. Mayor Borgmeyer seconded the motion. All were in favor and the public hearing closed. Councilmember Galba motioned to forward the Rezoning application, as submitted. Secretary Palitzsch seconded the motion. The Rezoning application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their December 2, 2025 meeting.

PUBLIC HEARING: Conditional Use

11. 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.

Secretary Palitzsch motioned to forward the Rezoning application, with 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.**

Councilmember Galba seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their December 2, 2025 meeting.

PUBLIC HEARING: Annexation & Establishment of Zoning

12. **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. *This application was TABLED at the October 20, 2025 Planning & Zoning Commission meeting. The applicant has requested this item be TABLED again to the December 8, 2025 Planning & Zoning Commission meeting.***

PUBLIC HEARING: Annexation & Establishment of Zoning

13. **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. *This application was TABLED at the October 20, 2025 Planning & Zoning Commission meeting. The applicant has requested this item be TABLED again to the December 8, 2025 Planning & Zoning Commission meeting.***

Councilmember Galba made a motion to TABLE items 12 and 13 to the December 8, 2025 Commission meeting. Commissioner Morgan seconded the motion. All were in favor.

PUBLIC HEARING: Rezoning

14. 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. ***This application has been withdrawn by the applicant.***

Adjournment

The next regular meeting of the Planning and Zoning Commission is scheduled for **December 8, 2025.**

Councilmember Galba made a motion to adjourn the meeting. Commissioner Morgan seconded the motion. All were in favor. The meeting adjourned at 7:43 p.m.



SECRETARY



DATE



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Communications/Spc Events	Department Contact:	Lindsey Schmiemeier
Vendor Name & NWS#:	Vendor #25625 Crescent Printing Company		
Description/Purpose:	Printing, preparation and delivery of twelve issues (January - December) of the City's monthly newsletter in 2026.		
Account #:	100-330-112-755002		
Project #:			
Amount of this Routing:	\$ 127,958.04	Requisition #:	TBD
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	12 Months	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 127,958.04		

DS
7K

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Beth Norviel	Signature: <i>Beth Norviel</i>	 11/19/2025
--	--	--------------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: <i>Paul Feldmann</i> 11/20/2025
Department of Law (for Legality only)	DocuSigned by: <i>Holly Magdziary</i> 11/20/2025
Director of Finance (Funds Available)	DocuSigned by: <i>Jennifer O'Connor</i> 11/20/2025
Director of Administration (Recommend Approval)	DocuSigned by: <i>Lawrence S. Dobrosky, Jr.</i> 11/21/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	





RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 12/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): _____

Description:

Authorization to enter in a contract with Crescent Printing Company dba CPC Printing & Promotions in the amount of \$127,958.04 for printing of twelve City Newsletters from January through December 2026.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This is a contract for printing of the 2026 issues of the City Newsletter from January through December, 2026. This project was bid this year through Bid 4810 and Crescent Printing Company dba CPC Printing and Promotions was the lowest bid submitted. We will continue to print and mail monthly newsletters to residents of the City.

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

Fiscal Impact: 127,958.04

Requisition #: TBD

Account #: 100-330-112-755002

Project #: _____

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

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

Contract # _____

This Purchase Contract (hereinafter, the “Contract”) between the City of Saint Charles, Missouri (hereinafter, the “City”) and Crescent Printing Company (hereinafter, the “Vendor”) is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall Print, Prepare, and Deliver 12 Issues of the City’s Monthly Newsletter in 2026, in accordance with Vendor’s response to Bid #4810, a copy of which is attached and incorporated as Exhibit A.
2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed One Hundred Twenty-Seven Thousand Nine Hundred Fifty-Eight Dollars and Four Cents (\$127,958.04).

The City’s obligation to pay the Contract Price and the Vendor to provide goods or services ceases immediately for any fiscal year in which the City does not, for any reason, appropriate funds for the Contract.

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party. To the extent there is any conflict between this Contract and Vendor’s Contract or any Terms & Conditions, the terms of this Contract shall control.

4. The City may terminate the Contract at any time for any reason or no reason at all by giving thirty (30) days written notice to Vendor. The Vendor shall be paid for goods or services provided to the date of termination.

5. The Contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding the Contract shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri. This Section shall survive the termination or expiration of the Contract.

6. Vendor is an independent contractor and nothing contained herein shall constitute or designate Vendor or any of its employees, agents or subcontractors as an employee of the City.

7. Vendor agrees that in the performance of the Contract it will not discriminate against any person because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

8. Vendor acknowledges award of the Contract requires compliance with:

- A. Pursuant to Section 34.600 RSMo, as amended, Vendor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than \$100,000 or Vendor has less than ten (10) employees;
- B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

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

Contract # _____

- C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract. Vendor represents and warrants compliance with Section 285.530 at the time of Contract award. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to the Contract is attached and incorporated by this reference; and
- D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.

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

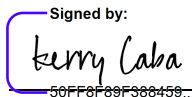
10. The Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

11. Notwithstanding any other provision of the Agreement to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and is authorized to disclose records that are responsive to a valid request for such records as required by Chapter 610, RSMo., without additional advanced notice or disclosure to Vendor.

The Vendor and City have executed the Contract on the dates written below.

CRESCENT PRINTING COMPANY:

CITY OF SAINT CHARLES, MISSOURI:

Signed by:

 50FF0F09F388458...
 11/19/2025

 Date

 Daniel J. Borgmeyer
 Mayor

 Date

By: Kerry Caba

 (Print Name and Title)

Corporate Attest (if applicable):

Attest:

 By: _____
 Date

 City Clerk _____
 Date

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

Contract # _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 11/20/2025
C5FB3E8A40BE40D...

Director of Finance Date



ADDENDUM NO. 1

**RFP NO. 4810
ELM POINT WATER TREATMENT PLANT FILTER REHABILITATION**

SEPTEMBER 26, 2025

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

This Addendum provides answers to the questions that were submitted.

We, the undersigned, acknowledge the receipt of the Addendum #1 to IFB No. 4810 as dated.

By: Kerry J Caba
Title: Sr Account Executive
Company Name: CPC Printing & Promotions
Date: 10/10/25

Please contact the Purchasing Office with any additional questions or concerns.
Paul Feldmann, Purchasing Manager
City of St. Charles
paul.feldmann@stcharlescitymo.gov

50# Gloss Text

BID FORM

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

In compliance with this Invitation for Bid Number 4810 and to all the conditions imposed herein, the undersigned offers and agrees to Print & Mail Monthly Newsletter for the City in accordance with the specifications attached herein at the following price(s):

	Estimated Quantity	Monthly Price	Annual Price
Thirty-Two (32) Page Newsletter	36,500/Month	\$ 9006.74	\$108,080.88
Newsletter Additional Quantity (as requested)	250	\$ 54.73	
Newsletter Additional Quantity (as requested)	500	\$ 109.47	
Newsletter Additional Quantity (as requested)	1,000	\$ 218.93	
One Page Insert with Lip, Stapled (as requested)			
One Page Insert with Lip, Stapled (as requested)	36,500	\$ N/A per	
Insert Additional Quantity (as requested)	250	\$ Addendum	
Insert Additional Quantity (as requested)	500	\$ No 1	
Insert Additional Quantity (as requested)	1,000	\$	
Preparation and Delivery to Post Office			
Preparation and Delivery to Post Office	12	\$ 1437.50	\$ 17,250.00
Estimate of Postage for 32-Page Newsletter	36,500/Month	\$ 7774.50	\$ 93,294.00 *
Renewal Pricing (City Options)			Percentage
Renewal #1: 2027			
Maximum Percentage Increase above 2026 Price			5.4 %
Renewal #2: 2028			
Maximum Percentage Increase above 2027 Price			5.4 %

****All Transportation, Handling, Fuel Surcharges, Pallet Deposits, etc. are to be included in the Prices Bid.**

* Based on current postal rates

BID FORM

Indicate form of proposer:

Sole Proprietor

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

Partnership

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

Other: _____

Full Legal Name of Proposer: CPC Printing + Promotions

Street Address: 1001 Commercial Court

City/State/Zip Code: Onalaska, Wisconsin 54650

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

Last 4 Digits of FEIN or SSN: 1785

Telephone: 608-791-5089 / Cell: 815-343-1304

Name: Kerry J Caba Title: Sr Acct Executive

Signature:  Date: 10/10/25

Email Address: Kcaba@cpcprintpromo.com

REFERENCES

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

Company: Central Wisconsin Publications
Contact Person: Kelly Schmidt
Phone: 715-384-4314
E-Mail: kellyschmidt@centralwisnews.com

Company: Central Iowa Tourism Region
Contact Person: Ann Vogelbacher
Phone: 515-832-4808
E-Mail: ann@iowa-tourism.com

Company: South Haven CVB
Contact Person: Jennifer Sistrunk
Phone: 269-637-5252
E-Mail: jsistrunk@southhaven.org

Company: Fillmore County Journal
Contact Person: Jason Sethre
Phone: 501-765-2151
E-Mail: jason@fillmorecountyjournal.com

Company: Northwood Tech College
Contact Person: Cheyenne Isaacs
Phone: 715-319-7320
E-Mail: Cheyenne.Isaacs@northwoodtech.edu

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF Illinois)
)ss
COUNTY OF LaSalle)

Before me, the undersigned Notary Public, Kerry J Caba (Name)
personally appeared who is Sr Account Exe. (Title) of
CPC Printing + Promotions (Company Name), and after being sworn did depose
and say:

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

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

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

[Signature]
Signature (Person with Authority)

Kerry J. Caba
Printed Name

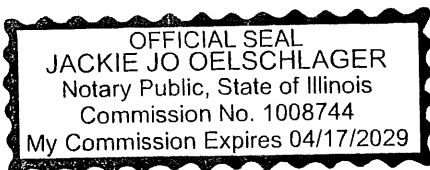
Sr Account Executive
Title

10/10/25
Date

Subscribed and sworn to before me this 10th day of October, 2025 (Month, Year).

My commission expires: 4-17-29

Jackie Jo Oelschlager 10-10-25
Signature of Notary Date



PROOF OF LAWFUL PRESENCE - 208.009 RSMo

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

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

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

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

Business Name: CPC Printing & Promotions			
Last Name	First	Initial	Maiden Name
Caba	Kerry	J	
Address (Street Name & Number) 1001 Commercial Court			
City	State	Zip Code	
Onalaska	WI	54650	
Date of Birth (MM/DD/YYYY) 02/04/1957		(Check all that apply to signer and company): <input checked="" type="checkbox"/> A Citizen of the United States <input checked="" type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify to Hire New Employees <input checked="" type="checkbox"/> All Employees are authorized to work in U.S.	
Signature 	Date 10/10/25		
<input type="checkbox"/> I have attached documentation <input type="checkbox"/> I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

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



WISCONSIN
MANUFACTURER
OF THE YEAR



Kerry Caba – Senior Account Executive

CPC Printing and Promotions

1001 Commercial Court, Onalaska, Wisconsin 54650 (suburb of LaCrosse).

kcaba@cpcprintpromo.com

608-791-5089 - Mobile 815-343-1304

CPC Printing and Promotions

CPC Printing and Promotions, a third-generation printing company based in Onalaska, Wisconsin, specializes in heat-set web and sheet-fed printing, binding, and mailing of publications, catalogs, and direct mail.

Established in the 1930's, we are a leader in the magazine-printing industry, and our versatility and experience are valuable resources. Our plant operates 24/7 to meet strict deadlines, producing weekly, monthly, bi-monthly, quarterly, and annual publications for a variety of organizations.

We mail millions of pieces annually, including EDDM, marketing mail, co-mailing, co-mingling, and drop shipping. We will match your mailing requirements to the most cost-effective mailing option while ensuring faster and more predictable in-home dates.

*Our quality standards have been recognized as we have been multiple award winners of Graphic Excellence from the Great Lakes Graphics Association.

Certificate Of Completion

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 Subject: Please DocuSign: Yellow CRS - 2026 City Newsletters
 Source Envelope:
 Document Pages: 12
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Lindsey Schmiemeier
 200 N Second St
 Saint Charles, MO, MO 63301
 lindsey.schmiemeier@stcharlescitymo.gov
 IP Address: 35.130.51.195

Record Tracking

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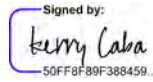
Holder: Lindsey Schmiemeier
 lindsey.schmiemeier@stcharlescitymo.gov

Location: DocuSign

Signer Events

Kerry Caba
 kcaba@cpprintpromo.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

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Beth Norviel
 beth.norviel@stcharlescitymo.gov
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
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Timothy Kubat
 timothy.kubat@stcharlescitymo.gov
 Billing & Collections Manager
 City of Saint Charles, MO
 Signing Group: Senior Financial Analysts
 Security Level: Email, Account Authentication
 (None)

DS


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

Signed by:

 CA2B397B773142A...


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

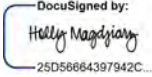
Mary Ann Ohms
maryann.ohms@stcharlescitymo.gov
City of Saint Charles, MO
Security Level: Email, Account Authentication
(None)


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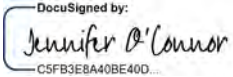
Holly Magdziarz
holly.magdziarz@stcharlescitymo.gov
City Attorney
City of Saint Charles, MO
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication
(None)


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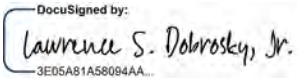
Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication
(None)


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

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Electronic Record and Signature Disclosure:
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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)


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

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Signed: 11/21/2025 8:08:08 AM

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)

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

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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)

COPIED

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact SHI OBO City of St Charles:

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

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

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

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

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

To request paper copies from SHI OBO City of St Charles

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

To withdraw your consent with SHI OBO City of St Charles

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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:	St. Charles County Transportation Sales Tax Funding Agreement		
Grant Amount:	\$ 627,200		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount of \$627,200.00 for Boones Lick and Fairgrounds Roundabout Project		
Account/s #:	412-199-199-433401		
Project #:	26ENGST005		

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: 12/3/2025
---	----------------------------------	---------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	12/8/2025
Department of Law (for Legality only)	<small>Initial</small> AEM	12/8/2025
Director of Finance (Funds Available)	<small>Initial</small> JP	12/8/2025
Director of Administration (Recommend Approval)	<small>Initial</small> LSDJ	12/10/2025
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: 12/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Consent Agenda

Description:

Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount not to exceed \$627,200.00 for the Boones Lick Road and Fairgrounds Road Roundabout Project.

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 St. Charles County Transportation Sales Tax funding for the Boones Lick Road and Fairgrounds Road 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.

This transportation sales tax funding is administered through the St. Charles County Road Board. The City will be reimbursed for actual costs up to a maximum amount of \$627,200.00. This project has also been awarded \$2,416,000.00 in federal funds. The City's matching funds are included in the 2026 CIP. Total project costs are estimated at \$3,200,000.00. County funds for design are available in the County fiscal year 2026 starting in January.

Staff recommends approval.

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

Fiscal Impact: 627,200.00 Yes

Account #: 412-199-199-433401

Project #: 26ENGST005

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

BOONE'S LICK ROAD AND FAIRGROUNDS ROAD ROUNDABOUT

LOCATION MAP



**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF ST. CHARLES
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
BOONE'S LICK ROAD & FAIRGROUNDS ROAD ROUNDABOUT**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as "County" and City of St. Charles, State of Missouri, hereinafter referred to as "Municipality."

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as "Department" shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **Boone's Lick Road & Fairgrounds Road Roundabout** (the "Project") for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$627,200.00** ("County Contribution Amount").

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-05 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of design plans, (2) purchase of right-of-way, and (3) construction services.**
- C. The total cost of the Project is estimated as **\$3,200,000.00.**
- D. The Municipality will be reimbursed \$2,416,000.00 in federal funds. The remaining amount will be shared by the Municipality and County, with the County reimbursing the Municipality for **80%** of the local match for Project costs, up to, but not exceeding, the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

A. Conceptual Plans and Traffic Study (if applicable)

1. Conceptual Plans and Traffic Study Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the Department Conceptual Plans and/or Traffic Study for approval.
 - i. Conceptual Plans (if not approved with application) shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
 - ii. Department may request a Traffic Study for projects impacting a major intersection or having significant impacts on an existing roadway. Upon the Department's request, the Department, Municipality, and Municipality's Consultant shall attend a scoping meeting prior to beginning the study. After the meeting, the Department shall review and must issue approval of the final study scope prior to commencement of the study. The completed Traffic Study shall include all requested scope items.
2. Review by the County. The Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans and Traffic Study. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.

B. Preliminary Plans

1. Preliminary Plan Submittal. Prior to proceeding with right-of-way acquisition and/or final design, the Municipality shall submit to the Department Preliminary Plans for approval.
 - i. Preliminary Plan Submittal shall include all available preliminary plans, including Current Engineer's Estimate.
2. Review by the County. The Department will review to ensure all comments were addressed from the Conceptual Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.

3. Approval of Preliminary Plans. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.
- C. Right-of-Way Plans. If Right-of-Way is required for the project, the Municipality shall submit to the Department Right-of-Way Plans to keep staff informed of project progress and for Department records.
- D. Draft Final Plans.
1. Draft Final Plan Submittal. Prior to proceeding with bidding for construction, the Municipality shall submit to the Department Draft Final Plans for approval.
 - i. Final Plans shall include the entire final draft set of plans, including Current Final Engineer's Estimate.
 2. Review by the County. The Department will review to ensure all comments were addressed from the Preliminary Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
 - i. Revised plans with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
 3. Approval of Draft Final Plans. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.
- E. Final Signed PS&E Plans. Once all final reviews have been completed and the Municipality proceeds to bid the project to construction, the Municipality shall submit all final signed/sealed plans and bid documents to the Department for Department records. Upon award of project to the Contractor, the Municipality shall submit bid tabs and final bid award amount.
- F. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.
- G. Refusal to Address Plan Comments. If the Municipality refuses to address plan comments during any phase of design, or if responses to comments do not satisfy the Department, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section Three to the Municipality.

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a design kick off meeting with the selected engineering consultant prior to beginning Preliminary Design plans for the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

If the Municipality holds a public meeting during the project design phase, the Municipality shall invite Department to this meeting, providing at least two weeks' advance notice. Additionally, Municipality shall provide Department with proposed meeting materials at least one week in advance for review prior to the meeting date. Final materials shall be provided electronically to Department following the public meeting for inclusion on County's Active TIP webpage.

The Municipality shall hold a pre-construction meeting with the selected contractor prior to beginning Construction of the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

SECTION FIVE
RIGHT-OF-WAY

At Department's request and sole discretion, the Department may require that the Municipality acquire right-of-way and other property interests needed for this Project. Such acquisitions shall be completed in accordance with applicable law and the then current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name and the Municipality shall complete all necessary work to vest all such property interests acquired within the unincorporated area with the County.

SECTION SIX
STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION SEVEN
TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in **Attachment B** to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION EIGHT
TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

SECTION NINE
OTHER FUNDING

Municipality and County mutually acknowledge that Municipality has been approved to receive federal funds for this project.

SECTION TEN
TERMINATION

A. Termination for Breach:

1. *Events of Breach:* In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
 - d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.

2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION ELEVEN
PROJECT SCHEDULE

Timely completion is an essential element of this contract. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION TWELVE
COST OVERRUNS

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION THIRTEEN
REMUNERATION

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and

proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION FOURTEEN
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Engineer, Dan Mann, City of Saint Charles, City Hall, 200 N. Second Street, St. Charles, MO 63301.

SECTION FIFTEEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION SIXTEEN
INDEMNIFICATION

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless

from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION SEVENTEEN
AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION EIGHTEEN
EXHIBITS

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Attachment "A": The Municipality's Road Board Application **RB25-05**
2. Attachment "B": Transportation Sales Sign of the size, lettering, and colors as depicted thereon

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF SAINT CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____



Boone's Lick Road and Fairgrounds Road Roundabout

Project Type: Traffic Flow

Project Information:

Project Limits: Boone's Lick Road & Fairgrounds Road

Project Length(miles): 0.2

Federal Functional Class: 3 - Major Collector

Anticipated useful life (yrs): 30

Estimated Completion Date: December 31, 2029

ADT: Existing	ADT: Construction Year	ADT: Future/Projected
3,860	4,090	6,170

Sponsor Contact Information:

Sponsoring Agency: Saint Charles
Contact Person: Nick Galla
Job Title: Assistant City Engineer
Phone Number: 636-949-3237
E-mail Address: nicholas.galla@stcharlescitymo.gov

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$3,200,000.00	\$627,200.00	\$156,800.00	\$2,416,000.00	\$

Sponsoring agency requesting Road Board funds for Design, R/W & Construction

Anticipate additional funds request in subsequent years?

Provide estimated additional amount to be requested:

Project Schedule:

Anticipated Preliminary Plan Approval Date: August 31, 2026
Anticipated A-Date Approval Date: January 31, 2027
Anticipated PS&E Approval Date: June 30, 2028
Anticipated Construction Completion: December 31, 2029



Boone's Lick Road and Fairgrounds Road Roundabout

Project Type: Traffic Flow

Project Description:

Existing Conditions:

Boone's Lick Road and Fairgrounds Road are both major collector roadways in the City of St. Charles. Boone's Lick Road provides access into the City of Saint Charles historic downtown and economic center. Fairgrounds Road provides direct access to I-70 and to the Mark Twain Village Shopping Center with Bass Pro, restaurants and other stores. The existing intersection of Boone's Lick Road and Fairgrounds Road is currently a 4-way stop controlled intersection that experiences about 4,000 vehicles per day. This existing intersection experiences high traffic volumes on multiple approaches (especially during PM peak times) leading to traffic congestion. This project will address these issues and improve traffic flow and safety for all users.

Proposed roadway improvements:

The project will replace the stop controlled intersection with a new single lane roundabout. The roundabout will reduce the amount of conflict points and provide median refuge islands on each leg. The pavement will be replaced with full depth asphalt as needed to construct the new roundabout.

Proposed traffic flow improvements:

The new roundabout has many benefits including reduced travel times along the corridor, reduced traffic emissions and improved safety for all users. The roundabout reduces the amount of conflict points. Median refuge islands will be installed on each leg of the roundabout. According to the SIDRA traffic model, the new roundabout will greatly reduce traffic congestion by reducing the average vehicle delay by 5 seconds per vehicles (50%). The overall intersection level of service will be increased to an A which is the highest level. The improved traffic flow operation will result in reduced emissions and less energy consumption.

Proposed safety improvements:

Project replaces a four-way stopped controlled intersection with a single-lane roundabout (CMF ID 206) at Boone's Lick Road and Fairgrounds Road, resulting in a projected reduction in all crash types of 72% at this intersection.

Proposed bicycle/pedestrian improvements:

The project also includes a new 10' wide shared use path (SUP) along the north side of Boone's Lick Road and the east side of Fairgrounds Road, where none exist today. Currently within the project limits, there are intermittent sidewalks in poor condition. The project will replace existing sidewalks to provide a new continuous sidewalk along the south side of Boone's Lick Road and east side of Fairgrounds to compliment the SUP. The new SUP and sidewalks will connect to the Mark Twain Shopping Center with Bass Pro, restaurants and other stores as well as to Boone's Lick Park. All of the pedestrian improvements will be designed to meet ADA



Boone's Lick Road and Fairgrounds Road Roundabout

Project Type: Traffic Flow

standards. The new sidewalk and SUP will provide alternative transportation for nearby residents.

Proposed Gateway Green Light (GGL) improvements:

There are no planned upgrades proposed for the GGL network with this project. The project will address any utility coordination should the fiber network need to be relocated.

Proposed GGL improvements been coordinated with Roads & Traffic? Yes

Utility Impacts:

Storm sewer inlets and piping will need to be relocated for the roundabout.

City will construct sanitary sewer and water main improvements with local funds only (no federal funding requested).

Overhead electric and communication lines will be coordinated with up to 5 poles being impacted or relocated.

The City-owned pole mounted Outdoor Warning Siren will be relocated.

Traffic Flow Details:

What type of Traffic Flow project is proposed? Intersection

Proposed typical section approved by Roads & Traffic? Yes

If a traffic study is not available, please explain:

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

The project will add a 10' shared use path and replace the existing sidewalk with new 6' wide sidewalk adjacent to the curb. The shared use path will connect to existing and future facilities along Rosebrea Dr., Fairgrounds Road, and Boones Lick Road which are part of St. Charles County's overall vision to develop a low-stress bicycle and pedestrian network.



Boone's Lick Road and Fairgrounds Road Roundabout

Project Type: Traffic Flow

Proposed project identified in the adopted SCC Gateway Bike Plan? Yes

Please Explain:

Per the SCC GBP, what is the recommended facility type? Bike Lane

Does the proposed project follow the recommended facility type? No

Please explain why the proposed project does not match the recommended facility type.

The City is proposing a shared use path as part of this project instead of a bike lane because it directly connects to the Boones Lick Park. This shared use path will provide a safer route to the park for both pedestrians and bicyclists.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

Project replaces a stop-controlled intersection with a single lane roundabout (CMF 206) at Boones Lick Road and Fairgrounds Road, resulting in a projected reduction in all crash types of 72% at this intersection.

Countermeasure No.

Countermeasure Name	CMF	CMF ID
Conversion of Stop-Controlled Intersection into Single-Lane Roundabout	.28	206

Is the proposed improvement(s) identified in any safety study? Yes

Please Explain:

Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:

BOONE'S LICK ROAD AND FAIRGROUNDS ROAD ROUNDABOUT

LOCATION MAP



ESTERLING DR.

ROSEBREA DR.

BOONES LICK ROAD

FAIRGROUNDS ROAD

PROJECT LIMITS

BASS PRO &
MARK TWAIN
SHOPPING
CENTER



ST. CHARLES COUNTY ROAD BOARD

2026 - 2028 TIP FINANCIAL WORKSHEET

Boones Lick Road and Fairgrounds Road Roundabout

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$48,000.00	\$12,000.00	\$240,000.00	\$0.00	\$300,000.00
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$70,400.00	\$17,600.00	\$352,000.00	\$0.00	\$440,000.00
Construction	\$508,800.00	\$127,200.00	\$1,824,000.00	\$0.00	\$2,460,000.00
TOTAL	\$627,200.00	\$156,800.00	\$2,416,000.00	\$0.00	\$3,200,000.00
PERCENT (%)	19.60%	4.90%	75.50%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2026	\$48,000.00	\$12,000.00	\$240,000.00		\$300,000.00
2027					\$0.00
2028					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027	\$70,400.00	\$17,600.00	\$352,000.00		\$440,000.00
2028					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028	\$508,800.00	\$127,200.00	\$1,824,000.00		\$2,460,000.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	CMAQ Boones Lick Road and Fairground Road Roundabout
Date:	2/6/2025

Specific Roadway Items				
Item	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$150,000.00	\$150,000.00
Removal of Improvements	1	LS	\$90,000.00	\$90,000.00
Type 5 Aggregate Base (4" Thick)	5,900	SY	\$10.00	\$59,000.00
Type C Asphalt Surface, 2"	420	TON	\$100.00	\$42,000.00
Type X Asphalt Base, 8.5"	1,750	TON	\$100.00	\$175,000.00
Red Stamped Concrete, 10.5" (Truck Aprons)	800	SY	\$140.00	\$112,000.00
Concrete Pavement 7" (Paved Approach)	700	SY	\$95.00	\$66,500.00
Type S Curb	1,600	LF	\$50.00	\$80,000.00
Vertical Concrete Curb and Gutter	1,900	LF	\$50.00	\$95,000.00
Mountable Concrete Curb and Gutter (Truck Aprons)	600	LF	\$50.00	\$30,000.00
Brick Pavers (Medians)	700	SY	\$110.00	\$77,000.00
24" RCP	1,200	LF	\$150.00	\$180,000.00
30" RCP	0	LF	\$180.00	\$0.00
Curb Inlet	16	EA	\$4,000.00	\$64,000.00
Adjust Manhole to Grade	4	EA	\$2,000.00	\$8,000.00
Relocate Fire Hydrant	4	EA	\$3,000.00	\$12,000.00
Retaining Wall	1,400	VERT. SF	\$120.00	\$168,000.00
Metal Fencing	200	LF	\$150.00	\$30,000.00
Traffic Control	1	LS	\$18,000.00	\$18,000.00
Signage & Pavement Markings	1	LS	\$12,000.00	\$12,000.00
Construction Surveying & Staking	1	LS	\$10,000.00	\$10,000.00
			SUBTOTAL:	\$1,478,500.00

Specific Bicycle Items				
Item	Quantity	Unit	Unit Price	Amount
Share Use Path (6" Thick)	750	SY	\$60.00	\$45,000.00
Type 5 Aggregate Base (4" Thick)	750	SY	\$10.00	\$7,500.00
ADA Ramp	5	EA	\$2,000.00	\$10,000.00
Signage and Pavement Markings	1	LS	\$4,000.00	\$4,000.00
			SUBTOTAL:	\$66,500.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	CMAQ Boones Lick Road and Fairground Road Roundabout
Date:	2/6/2025

Specific Pedestrian Items				
Item	Quantity	Unit	Unit Price	Amount
Share Use Path (6" Thick)	750	SY	\$60.00	\$45,000.00
Concrete Sidewalk (4" Thick)	500	SY	\$55.00	\$27,500.00
Type 5 Aggregate Base (4" Thick)	1,250	SY	\$10.00	\$12,500.00
ADA Ramp	5	EA	\$5,000.00	\$25,000.00
Signage and Pavement Markings	1	LS	\$4,000.00	\$4,000.00
SUBTOTAL:				\$114,000.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
Seeding & Sodding	1	LS	\$10,000.00	\$10,000.00
Erosion Control & SWPPP	1	LS	\$15,000.00	\$15,000.00
Relocate Overhead Utilities	1	LS	\$20,000.00	\$20,000.00
Lighting	16	Each	\$10,000.00	\$160,000.00
Landscaping & Mulching	1	LS	\$5,000.00	\$5,000.00
Street Trees	10	Each	\$1,000.00	\$10,000.00
SUBTOTAL:				\$220,000.00

Construction Cost Total:	\$1,879,000.00
Contingency:	\$369,000.00
Inflation:	\$192,000.00
Preliminary Engineering:	\$300,000.00
Right-of-Way:	\$440,000.00
Construction Engineering/Inspection:	\$20,000.00
Project Total *:	\$3,200,000.00

Certificate Of Completion

Envelope Id: 39A73BB6-45A6-43EA-BA15-3F539E222B65

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing.pdf_BOONES LICK TO FAIRGROUNDS RAB FUNDING AGREEMENT

Source Envelope:

Document Pages: 20

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 9

Grace Capritta

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200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

12/2/2025 11:45:20 AM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style

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Timestamp

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Signed: 12/3/2025 10:00:43 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

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Signed: 12/8/2025 2:03:27 PM

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

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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

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

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


Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195


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Jennifer O'Connor
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Director of Finance
City of Saint Charles, MO
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign


Signature Adoption: Pre-selected Style
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Lawrence S. Dobrosky, Jr.
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Director of Administration
City of Saint Charles, MO
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Not Offered via DocuSign

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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:
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: 12/8/2025 4:50:43 PM
Viewed: 12/9/2025 7:42:58 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	12/2/2025 11:49:42 AM
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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:	St. Charles County Transportation Sales Tax Funding Agreement		
Grant Amount:	\$ 320,000		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount of \$320,000.00 for Boones Lick Improvements from 5th to Fairgrounds Project		
Account/s #:	412-199-199-433401		
Project #:	26ENGST006		

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: 12/3/2025
---	----------------------------------	---------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<i>PF</i>	12/8/2025
Department of Law (for Legality only)	<i>H-EM</i>	12/8/2025
Director of Finance (Funds Available)	<i>JP</i>	12/8/2025
Director of Administration (Recommend Approval)	<i>(SD)</i>	12/10/2025
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: 12/16/2025

Bill # _____

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Consent Agenda

Description:

Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount not to exceed \$320,000.00 for the Boones Lick Road Improvements from 5th Street to Fairgrounds Road Project.

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 St. Charles County Transportation Sales Tax funding for the Boones Lick Road Improvements from 5th Street to Fairgrounds Road project. The project will rehabilitate the asphalt roadway pavement and provide a new shared use path and other safety features. The project will also upgrade and replace the City's existing water mains and sanitary sewers along the corridor.

This transportation sales tax funding is administered through the St. Charles County Road Board. The City will be reimbursed for actual costs up to a maximum amount of \$320,000.00. The City's matching funds are included in the 2026 CIP. These funds will be used for design services. The City will be apply for federal funding for construction funding. Project design costs are estimated at \$400,000.00. County funds for design are available in the County fiscal year 2026 starting in January.

Staff recommends approval.

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

Fiscal Impact: 320,000.00 Yes _____

Account #: 412-199-199-433401

Project #: 26ENGST006

RCA prepared by: NG/GC Dept. Dir. DM^{DS} Finance Dir. JA^{DS} Dir. of Admin. USDJ^{DS}

BOONE'S LICK ROAD IMPROVEMENTS FROM 5TH STREET TO FAIRGROUNDS ROAD

LOCATION MAP



**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF ST. CHARLES
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
BOONE'S LICK ROAD IMPROVEMENTS 5TH TO FAIRGROUNDS**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as "County" and City of St., State of Missouri, hereinafter referred to as "Municipality."

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as "Department" shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **Boone's Lick Road Improvements 5th to Fairgrounds** (the "Project") for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$320,000.00** ("County Contribution Amount").

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-04 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of design plans**
- C. The total cost of the Project is estimated as **\$400,000.00**.
- D. The Municipality will be reimbursed by the County for **80%** of actual costs of the Project, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

A. Conceptual Plans and Traffic Study (if applicable)

1. Conceptual Plans and Traffic Study Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the Department Conceptual Plans and/or Traffic Study for approval.
 - i. Conceptual Plans (if not approved with application) shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
 - ii. Department may request a Traffic Study for projects impacting a major intersection or having significant impacts on an existing roadway. Upon the Department's request, the Department, Municipality, and Municipality's Consultant shall attend a scoping meeting prior to beginning the study. After the meeting, the Department shall review and must issue approval of the final study scope prior to commencement of the study. The completed Traffic Study shall include all requested scope items.
2. Review by the County. The Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans and Traffic Study. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.

B. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.

C. Refusal to Address Plan Comments. If the Municipality refuses to address plan comments during any phase of design, or if responses to comments do not satisfy the Department, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section Three to the Municipality.

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a design kick off meeting with the selected engineering consultant prior to beginning Preliminary Design plans for the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

If the Municipality holds a public meeting during the project design phase, the Municipality shall invite Department to this meeting, providing at least two weeks' advance notice. Additionally, Municipality shall provide Department with proposed meeting materials at least one week in advance for review prior to the meeting date. Final materials shall be provided electronically to Department following the public meeting for inclusion on County's Active TIP webpage.

SECTION FIVE
STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION SIX
TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

SECTION SEVEN
TERMINATION

A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.

d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.

2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION EIGHT **COST OVERRUNS**

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION NINE
REMUNERATION

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION TEN
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Engineer, Dan Mann, City of Saint Charles, City Hall, 200 N. Second Street, St. Charles, MO 63301.

SECTION ELEVEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION TWELVE
INDEMNIFICATION

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION THIRTEEN
AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION FOURTEEN
EXHIBITS

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Attachment "A": The Municipality's Road Board Application **RB25-04**

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF ST. CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____



Boones Lick Improvements from 5th to Fairgrounds

Project Type: Improvements to Existing Road

Project Information:

Project Limits: Fifth Street to Fairgrounds Road
Project Length(miles): 0.4
Federal Functional Class: 3 - Major Collector
Anticipated useful life (yrs): 30
Estimated Completion Date: December 31, 2029

<i>ADT: Existing</i>	<i>ADT: Construction Year</i>	<i>ADT: Future/Projected</i>
3,860	4,090	6,170

Sponsor Contact Information:

Sponsoring Agency: Saint Charles
Contact Person: Nick Galla
Job Title: Assistant City Engineer
Phone Number: 636-949-3237
E-mail Address: nicholas.galla@stcharlescitemo.gov

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$400,000.00	\$320,000.00	\$80,000.00		\$

Sponsoring agency requesting Road Board funds for Design ONLY
Anticipate additional funds request in subsequent years? Yes
Provide estimated additional amount to be requested: \$800,000

Project Schedule:

Anticipated Preliminary Plan Approval Date: August 31, 2026
Anticipated A-Date Approval Date: January 1, 2027
Anticipated PS&E Approval Date: June 30, 2028
Anticipated Construction Completion: December 31, 2029



Boones Lick Improvements from 5th to Fairgrounds

Project Type: Improvements to Existing Road

Project Description:

Existing Conditions:

Boone's Lick Road provides access into the City of Saint Charles historic downtown and economic center. Boone's Lick Road from Fairgrounds Road to Fifth Street is a 30 mph major collector that experiences about 4,000 vehicles per day. Boone's Lick Road parallels I-70 and provides access to Boone's Lick Park and the popular Mark Twain Village Shopping Center, which contains ALDI's grocery, Bass Pro, restaurants and other stores. The existing asphalt pavement along this section of Boone's Lick Road has deteriorated and in poor condition. The existing typical section is two 13.5' lanes. The existing sidewalks are intermittent and in poor condition.

Proposed roadway improvements:

The Boone's Lick Road Reconstruction Project will reconstruct the roadway pavement with new 10.5 inch thick asphalt pavement. In conjunction with the roadway improvements, the City will replace and upgrade sanitary sewer mains and water mains with non-participating funds. Currently the travel lanes along Boone's Lick are very wide. This project includes a road diet to reduce the travel lanes to be 12 feet wide in each direction. The road diet has several benefits including traffic calming to encourage drivers to slow down. The reduced lane width will provide space for other improvements such as a new shared use path.

Proposed traffic flow improvements:

None

Proposed safety improvements:

New lighting will be provided along the entire project. The new lighting will increase driver safety at night by illuminating objects within the roadway. The existing travel lanes along Boone's Lick Road are very wide, which has led to excessive speeding. A road diet will be provided along the entire project to narrow the travel lanes to 12 feet wide in each direction. This will have a traffic calming effect to encourage drivers to slow down.

Proposed bicycle/pedestrian improvements:

A new 10' wide shared use path (SUP) will be constructed along the north side of Boone's Lick Road, where no SUP exists today. Similarly, a new 6' wide continuous sidewalk will be constructed along the south side of Boone's Lick Road. These new sidewalk and share use path improvements will provide better connectivity to nearby shopping and encourage healthier walking and bicycling transportation. ADA-compliant ramps will provide safer pedestrian crossings at intersections. Street lighting and pedestrian level lighting will be added to improve safety.



Boones Lick Improvements from 5th to Fairgrounds

Project Type: Improvements to Existing Road

Proposed Gateway Green Light (GGL) improvements:

There are no planned improvements to the GGL network with this project. The project will take care of all utility coordination should there be minor relocation impacts.

Proposed GGL improvements been coordinated with Roads & Traffic? Yes

Utility Impacts:

City and design consultants will coordinate with utilities. The project will relocate the storm drainage system with new inlets to accomodate the road diet. City owned fire hydrants, manholes, water valves will be adjusted to grade.

Condition Details:

Pavement Condition Index (0-100): 82

Design Speed (mph): 30

Posted Speed Limit (mph): 30

Can the Design Speed/Posted Speed Limit be reduced? No

Please Explain: The project will narrow lanes and new striping will be implemented to acheive compliance with the current 30 mph speed limit.

Proposed typical section approved by Roads & Traffic? Yes

Explain the proposed roadway repurposing or why it is not possible: The existing typical section is a wide two-lane roadway with no sidewalk on the northside and disconnected sidewalk on the southside. The proposed typical section will narrow the driving lanes to 12' to help promote traffic calming. A 10' shared use path will be constructed on the north side to help connect pedestrians and bicyclists to the Boone's Lick Park. A six foot sidewalk will also be constructed on the south side to provide a contiues pedestrain path and better access to the business along this corridor.

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

The project will add a 10' shared use path to the north side of Boone's Lick Road and replace the sidewalk on the south side with new 6' wide sidewalk. The shared use path will connect to existing facilities along Rosebrae Dr. , Dardene St., Nathan Ave., and Fairgrounds Road. The new sidewalk and SUP will also connect to facilities east of 5th Street and ultimately to the Katy Trail.



Boones Lick Improvements from 5th to Fairgrounds

Project Type: Improvements to Existing Road

Proposed project identified in the adopted SCC Gateway Bike Plan? Yes

Please Explain:

Per the SCC GBP, what is the recommended facility type? Bike Lane

Does the proposed project follow the recommended facility type? No

Please explain why the proposed project does not match the recommended facility type.

The City is proposing a shared use path along Boone’s Lick Road instead of a bike lane because it directly connects to Boone's Lick Park. This shared use path will provide a safer route to the park for both pedestrians and bicyclists.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? No

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions
------	-------------	----------	----------------	----------	-----------------	------------------

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

The project will install new lighting throughout the corridor to enhance driver and pedestrian safety. Improved lighting will better illuminate intersections and sidewalks, allowing drivers to see objects more clearly.

The project will also include a road diet and will reduce the the travel lanes from 13.5 feet wide to 12 feet wide, in each direction. This will have a traffic calming effect to encourage drivers to slow down.

Countermeasure No.

Countermeasure Name	CMF	CMF ID
Improve Street Lighting Illuminance and Uniformity	0.679	11026
Traffic Calming	0.68	128

Is the proposed improvement(s) identified in any safety study? Yes

Please Explain:

Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:

BOONE'S LICK ROAD RECONSTRUCTION FROM 5TH STREET TO FAIRGROUNDS ROAD

LOCATION MAP



ROSEBREA DR.

FAIRGROUNDS ROAD

PARKSIDE DR.

BASS PRO

BOONE'S LICK
PARK

MARK TWAIN
SHOPPING
CENTER

BOONE'S LICK ROAD

PROJECT LIMITS

6TH STREET

5TH STREET

BENTON AVE

ST. CHARLES COUNTY ROAD BOARD

2026 - 2028 TIP FINANCIAL WORKSHEET

Boones Lick Road Improvements - 5th to Fairgrounds

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$64,000.00	\$16,000.00	\$320,000.00	\$0.00	\$400,000.00
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$72,000.00	\$18,000.00	\$360,000.00	\$0.00	\$450,000.00
Construction	\$744,000.00	\$186,000.00	\$2,520,000.00	\$0.00	\$3,450,000.00
TOTAL	\$880,000.00	\$220,000.00	\$3,200,000.00	\$0.00	\$4,300,000.00
PERCENT (%)	20.47%	5.12%	74.42%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2026	\$64,000.00	\$16,000.00	\$320,000.00		\$400,000.00
2027					\$0.00
2028					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027	\$72,000.00	\$18,000.00	\$360,000.00		\$450,000.00
2028					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028	\$744,000.00	\$186,000.00	\$2,520,000.00		\$3,450,000.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	Boones Lick Road Reconstruction from Fifth Street to Fairgrounds Road
Date:	2/6/2025

Specific Roadway Items				
Item	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$270,000.00	\$270,000.00
Removal of Improvements	1	LS	\$160,000.00	\$160,000.00
Earthwork	1	LS	\$120,000.00	\$120,000.00
Type 5 Aggregate Base (4" Thick)	9,600	SY	\$10.00	\$96,000.00
Type C Asphalt Surface, 2"	830	TON	\$110.00	\$91,300.00
Type X Asphalt Base, 8.5"	3,430	TON	\$110.00	\$377,300.00
Vertical Concrete Curb and Gutter	5,000	LF	\$50.00	\$250,000.00
Concrete Entrance	900	SY	\$100.00	\$90,000.00
Retaining Walls	3,000	SF	\$60.00	\$180,000.00
24" RCP	1,000	LF	\$150.00	\$150,000.00
Curb Inlet	8	EA	\$4,000.00	\$32,000.00
Tack	2,000	GAL	\$5.00	\$10,000.00
Valve, ATG	10	EA	\$700.00	\$7,000.00
Manhole, ATG	9	EA	\$1,500.00	\$13,500.00
Water Meter, Remove and Replace	13	EA	\$1,200.00	\$15,600.00
Curb Inlet, ATG, Replace Stone	6	EA	\$1,500.00	\$9,000.00
Fire Hydrant, ATG	3	EA	\$2,000.00	\$6,000.00
Utility Box, ATG	18	EA	\$700.00	\$12,600.00
Curb, Rolled	470	LF	\$60.00	\$28,200.00
Concrete Steps	1	EA	\$5,000.00	\$5,000.00
Traffic Control	1	LS	\$30,000.00	\$30,000.00
Signage & Pavement Markings	1	LS	\$30,000.00	\$30,000.00
Construction Surveying & Staking	1	LS	\$15,000.00	\$15,000.00
			SUBTOTAL:	\$1,998,500.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	Boones Lick Road Reconstruction from Fifth Street to Fairgrounds Road
Date:	2/6/2025

Specific Pedestrian/Bicycle Items				
Item	Quantity	Unit	Unit Price	Amount
Concrete Sidewalk (4" Thick)	1,000	SY	\$55.00	\$55,000.00
Shared Use Path (6" Thick)	1,700	SY	\$60.00	\$102,000.00
Type 5 Aggregate Base (4" Thick)	2,700	SY	\$10.00	\$27,000.00
ADA Ramp	10	EA	\$5,000.00	\$50,000.00
Signage and Pavement Markings	1	LS	\$25,000.00	\$25,000.00
SUBTOTAL:				\$259,000.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
Seeding & Sodding	3,500	SY	\$25.00	\$87,500.00
Erosion Control & SWPPP	1	LS	\$25,000.00	\$25,000.00
Utility Relocations	1	LS	\$100,000.00	\$100,000.00
Lighting	12	Each	\$10,000.00	\$120,000.00
SUBTOTAL:				\$332,500.00

Construction Cost Total:	\$2,590,000.00
Contingency:	\$567,000.00
Inflation:	\$263,000.00
Preliminary Engineering:	\$400,000.00
Right-of-Way:	\$450,000.00
Construction Engineering/Inspection:	\$30,000.00
Project Total *:	\$4,300,000.00

Certificate Of Completion

Envelope Id: 231E6D2D-C34E-4DC3-A66F-11B3EB9A1F17

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing.pdf_BOONES LICK TO 5TH FUNDING AGREEMENT

Source Envelope:

Document Pages: 18

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 9

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

12/2/2025 11:40:47 AM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.168.36

Signed using mobile

Timestamp

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Viewed: 12/3/2025 10:01:55 AM

Signed: 12/3/2025 10:02:16 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

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Resent: 12/8/2025 12:58:14 PM

Viewed: 12/8/2025 2:03:50 PM

Signed: 12/8/2025 2:06:51 PM

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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Viewed: 12/8/2025 2:07:24 PM

Signed: 12/8/2025 2:09:27 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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Signed: 12/8/2025 2:14:04 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



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Signed: 12/8/2025 4:36:18 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: 12/8/2025 4:36:21 PM
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Signed: 12/8/2025 4:51:44 PM

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



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Signed: 12/10/2025 5:03:01 PM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Sent: 12/10/2025 5:03:04 PM
Viewed: 12/11/2025 11:52:50 AM

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: 12/8/2025 4:51:47 PM
Viewed: 12/9/2025 7:45:14 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	12/2/2025 11:45:00 AM
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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:	St. Charles County Transportation Sales Tax Funding Agreement		
Grant Amount:	\$ 832,000		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount of \$832,000.00 for First Capitol and Kingshighway Roundabout Project		
Account/s #:	412-199-199-433401		
Project #:	26ENGST003		

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: 12/3/2025
---	----------------------------------	---------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	12/3/2025
Department of Law (for Legality only)	<small>Initial</small> AEM	12/4/2025
Director of Finance (Funds Available)	<small>Initial</small> JS	12/4/2025
Director of Administration (Recommend Approval)	<small>Initial</small> (SD)	12/4/2025
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: 12/16/2025

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 St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount not to exceed \$832,000.00 for the First Capitol Drive and Kingshighway Street Roundabout Project.

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 St. Charles County Transportation Sales Tax 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.

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

Staff recommends approval.

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

Fiscal Impact: 832,000.00 Yes

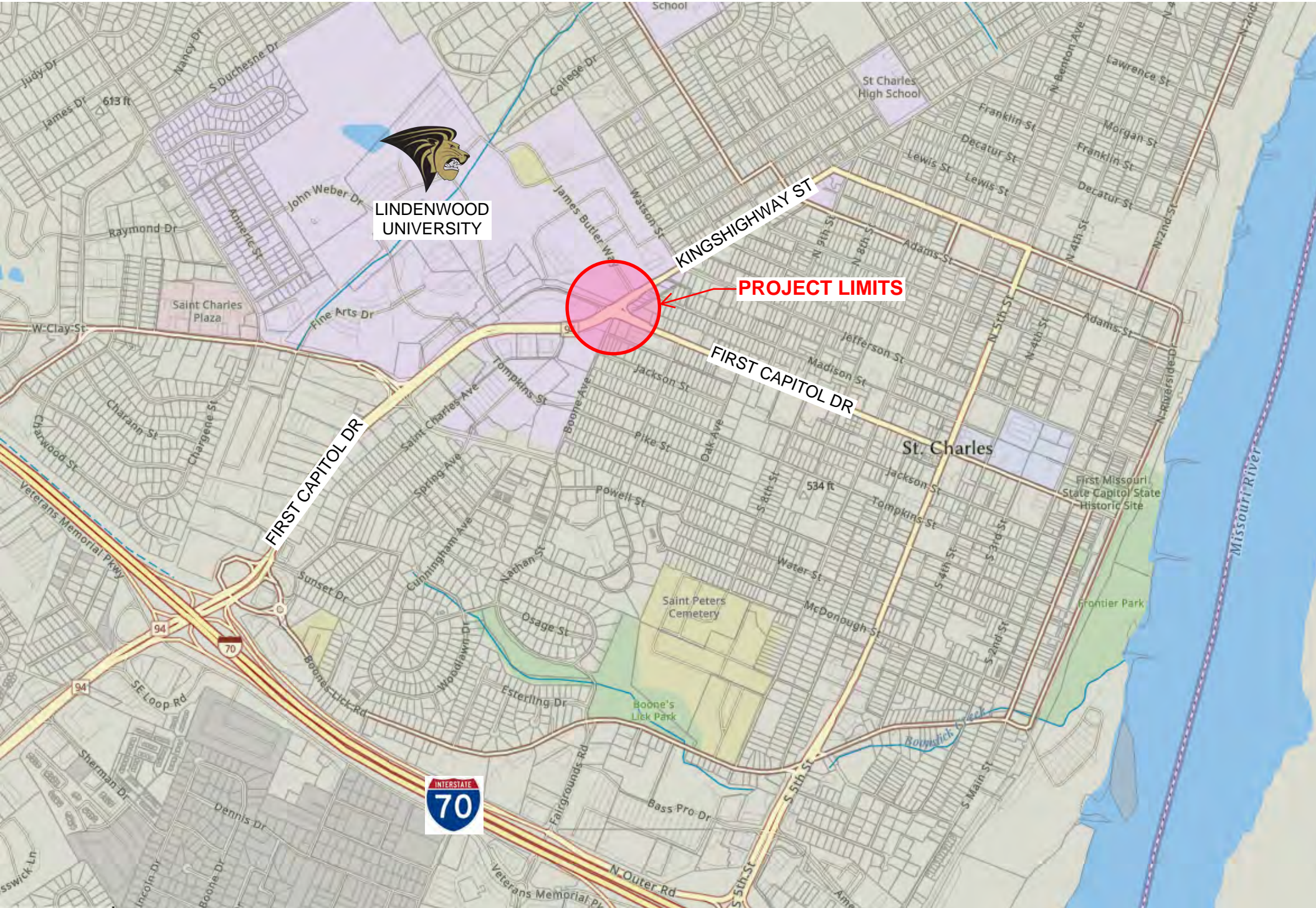
Account #: 412-199-199-433401

Project #: 26ENGST003

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

Project Location Map

First Capitol Drive and Kingshighway Street Roundabout



PROJECT LIMITS



**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF SAINT CHARLES
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
FIRST CAPITOL AND KINGSHIGHWAY ROUNDABOUT**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of St. Charles, State of Missouri, hereinafter referred to as “Municipality.”

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as “Department” shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **First Capitol and Kingshighway Roundabout** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$832,000.00** (“County Contribution Amount”).

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-02 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of design plans, (2) purchase of right-of-way, and (3) construction services.**
- C. The total cost of the Project is estimated as **\$4,000,000.00.**
- D. The Municipality will be reimbursed \$2,960,000.00 in federal funds. The remaining amount will be shared by the Municipality and County, with the County reimbursing the Municipality for **80%** of the local match for Project costs, up to, but not exceeding, the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

A. Conceptual Plans and Traffic Study (if applicable)

1. Conceptual Plans and Traffic Study Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the Department Conceptual Plans and/or Traffic Study for approval.
 - i. Conceptual Plans (if not approved with application) shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
 - ii. Department may request a Traffic Study for projects impacting a major intersection or having significant impacts on an existing roadway. Upon the Department's request, the Department, Municipality, and Municipality's Consultant shall attend a scoping meeting prior to beginning the study. After the meeting, the Department shall review and must issue approval of the final study scope prior to commencement of the study. The completed Traffic Study shall include all requested scope items.
2. Review by the County. The Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans and Traffic Study. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.

B. Preliminary Plans

1. Preliminary Plan Submittal. Prior to proceeding with right-of-way acquisition and/or final design, the Municipality shall submit to the Department Preliminary Plans for approval.
 - i. Preliminary Plan Submittal shall include all available preliminary plans, including Current Engineer's Estimate.
2. Review by the County. The Department will review to ensure all comments were addressed from the Conceptual Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.

3. Approval of Preliminary Plans. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.
- C. Right-of-Way Plans. If Right-of-Way is required for the project, the Municipality shall submit to the Department Right-of-Way Plans to keep staff informed of project progress and for Department records.
- D. Draft Final Plans.
 1. Draft Final Plan Submittal. Prior to proceeding with bidding for construction, the Municipality shall submit to the Department Draft Final Plans for approval.
 - i. Final Plans shall include the entire final draft set of plans, including Current Final Engineer's Estimate.
 2. Review by the County. The Department will review to ensure all comments were addressed from the Preliminary Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
 - i. Revised plans with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
 3. Approval of Draft Final Plans. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.
- E. Final Signed PS&E Plans. Once all final reviews have been completed and the Municipality proceeds to bid the project to construction, the Municipality shall submit all final signed/sealed plans and bid documents to the Department for Department records. Upon award of project to the Contractor, the Municipality shall submit bid tabs and final bid award amount.
- F. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.
- G. Refusal to Address Plan Comments. If the Municipality refuses to address plan comments during any phase of design, or if responses to comments do not satisfy the Department, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section Three to the Municipality.

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative

should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a design kick off meeting with the selected engineering consultant prior to beginning Preliminary Design plans for the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

If the Municipality holds a public meeting during the project design phase, the Municipality shall invite Department to this meeting, providing at least two weeks' advance notice. Additionally, Municipality shall provide Department with proposed meeting materials at least one week in advance for review prior to the meeting date. Final materials shall be provided electronically to Department following the public meeting for inclusion on County's Active TIP webpage.

The Municipality shall hold a pre-construction meeting with the selected contractor prior to beginning Construction of the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

SECTION FIVE
RIGHT-OF-WAY

At Department's request and sole discretion, the Department may require that the Municipality acquire right-of-way and other property interests needed for this Project. Such acquisitions shall be completed in accordance with applicable law and the then current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name and the Municipality shall complete all necessary work to vest all such property interests acquired within the unincorporated area with the County.

SECTION SIX
STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION SEVEN
TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in **Attachment B** to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION EIGHT
TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

SECTION NINE
OTHER FUNDING

Municipality and County mutually acknowledge that Municipality has been approved to receive federal funds for this project.

SECTION TEN
TERMINATION

A. Termination for Breach:

1. *Events of Breach:* In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
 - d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.

2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION ELEVEN
PROJECT SCHEDULE

Timely completion is an essential element of this contract. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION TWELVE
COST OVERRUNS

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION THIRTEEN
REMUNERATION

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and

proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION FOURTEEN **NOTICE**

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Engineer, Dan Mann, City Hall, 200 N. Second Street, St. Charles, MO 63301.

SECTION FIFTEEN **SUPERVISION AND THE RELATIONSHIP OF THE PARTIES**

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION SIXTEEN **INDEMNIFICATION**

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless

from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION SEVENTEEN
AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION EIGHTEEN
EXHIBITS

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Attachment "A": The Municipality's Road Board Application **RB25-02**
2. Attachment "B": Transportation Sales Sign of the size, lettering, and colors as depicted thereon

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF ST. CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____



First Capitol and Kingshighway Roundabout

Project Type: Traffic Flow

Project Information:

Project Limits: Intersection of First Capitol Drive and Kingshighway Street

Project Length(miles): 0.2

Federal Functional Class: 1 - Principal Arterial

Anticipated useful life (yrs): 30

Estimated Completion Date: December 31, 2029

ADT: Existing	ADT: Construction Year	ADT: Future/Projected
23,692	2,028	23,692

Sponsor Contact Information:

Sponsoring Agency: Saint Charles
Contact Person: Nick Galla
Job Title: Assistant City Engineer
Phone Number: 636-949-3237
E-mail Address: nicholas.galla@stcharlescitymo.gov

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$4,000,000.00	\$832,000.00	\$208,000.00	\$2,960,000.00	\$

Sponsoring agency requesting Road Board funds for Design, R/W & Construction

Anticipate additional funds request in subsequent years?

Provide estimated additional amount to be requested:

Project Schedule:

Anticipated Preliminary Plan Approval Date: June 26, 2026
Anticipated A-Date Approval Date: January 29, 2027
Anticipated PS&E Approval Date: June 30, 2028
Anticipated Construction Completion: December 31, 2029



First Capitol and Kingshighway Roundabout

Project Type: Traffic Flow

Project Description:

Existing Conditions:

First Capitol Drive is the gateway into the City of Saint Charles economic center. This project focuses on traffic flow, safety and pedestrian/bicyclist improvements at First Capitol Drive and Kingshighway Street intersection. The existing intersection has high traffic volumes on multiple approaches leading to traffic congestion and multiple traffic accidents. This intersection provides access to Lindenwood University with heavy traffic volumes along Kingshighway Street towards Elm Street (northern City limits) and heavy traffic volumes along First Capitol Drive towards the historic downtown. Since Lindenwood University with dormitories and the University Commons shopping center are on opposite sides of the roadway, there are significant pedestrian movements crossing the road at this intersection. The project will address these issues and improve traffic flow and safety for all users.

Proposed roadway improvements:

The most significant improvement will be replacing the existing traffic signal at First Capitol Drive and Kingshighway Street with a new roundabout. The project will replace existing concrete pavement with full depth (13 inch thick) asphalt pavement as needed to construct the new roundabout. A dual 2 lane roundabout is needed to handle the traffic volumes. The project will match existing lane configurations (12' wide lanes) and replace the center medians. A concrete barrier within the center median will be installed along the southern leg of roundabout (First Capitol Drive towards Tompkins Street).

Proposed traffic flow improvements:

Replacement of the existing signalized intersection with a roundabout will significantly reduce average vehicle delay through the intersection. Additionally, the intersection will no longer be reliant on operational vehicle detection, utility power, and various signal-related hardware to provide a consistently reliable operation. The roundabout will also improve efficiency outside of peak periods, when vehicles and pedestrians are frequently delayed due to inefficient signal control during low volume times of the day. Overall intersection performance increases from an existing level of service C to an improved level of service A.

Proposed safety improvements:

The project replaces an existing signalized intersection with a modern roundabout (CMF ID 224) at First Capitol Drive and Kingshighway Street, resulting in a projected reduction in all crash types of 67% at this intersection. Roundabout will also eliminate multiple high-speed right angle and head-on conflict points currently present with the signalized intersection.

Proposed bicycle/pedestrian improvements:

The project includes a new 10' wide shared use path (SUP) to replace the existing sidewalks along the west and north sides of First Capitol Drive. This new SUP will connect to the



First Capitol and Kingshighway Roundabout

Project Type: Traffic Flow

proposed SUP currently under design with the First Capitol Drive Improvements between Kingshighway Street and Fifth Street. The existing sidewalk connections at Kingshighway Street and Lindenwood University will be replaced and reconnected to the new roundabout. Wayfinding signage and pedestrian scale lighting will be provided along the SUP. ADA compliant ramps and crosswalks will be constructed throughout the project. High-visibility pavement markings and refuge islands will be provided on all legs of the roundabout. Solar powered flashing beacons will be installed for the crosswalks across First Capitol Drive and Kingshighway Street.

Proposed Gateway Green Light (GGL) improvements:

The legacy MoDOT fiber cable will need to be relocated to accommodate the new roundabout and signal cabinet removed.

Proposed GGL improvements been coordinated with Roads & Traffic? Yes

Utility Impacts:

The City and design consultant will coordinate with utilities. Project will relocate the storm drainage system with new inlets for the roundabout. City owned fire hydrants will be relocated further away from the roundabout. City owned sanitary manholes will be adjusted vertically to match proposed grades. Overhead electric and communication lines will be relocated as needed for the new roundabout. City owned street lighting and pedestrian level lighting will be relocated.

Traffic Flow Details:

What type of Traffic Flow project is proposed? Intersection

Proposed typical section approved by Roads & Traffic? Yes

If a traffic study is not available, please explain: Traffic Study has been provided by Lochmueller Group dated November 5, 2024, see page 11 for Before Conditions and page 27 for After Conditions.

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

The project includes a new 10' wide shared use path (SUP) to replace the existing sidewalks along the west and north sides of First Capitol Drive. This new SUP will connect to the proposed SUP currently under design with the First Capitol Drive Improvements between



First Capitol and Kingshighway Roundabout

Project Type: Traffic Flow

Kingshighway Street and Fifth Street. The existing sidewalk connections at Kingshighway Street and Lindenwood University will be replaced and reconnected to the new roundabout. Wayfinding signage and pedestrian scale lighting will be provided along the SUP. ADA compliant ramps and crosswalks will be constructed throughout the project. High-visibility pavement markings and refuge islands will be provided on all legs of the roundabout. Solar powered flashing beacons will be installed for the crosswalks across First Capitol Drive and Kingshighway Street. This project will improve bicycle and pedestrian connectivity and expand the surrounding low-stress network.

Proposed project identified in the adopted SCC Gateway Bike Plan? Yes

Please Explain:

Per the SCC GBP, what is the recommended facility type? Sidepath

Does the proposed project follow the recommended facility type? Yes

Please explain why the proposed project does not match the recommended facility type.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions
------	-------------	----------	----------------	----------	-----------------	------------------

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

The project replaces and existing signalized intersection with a modern roundabout (CMF ID 224) at First Capitol Drive and Kingshighway Street, resulting in a projected reduction in all crash types of 67% at this intersection. Roundabout will also eliminate multiple high-speed right angle and head-on conflict points currently present with the signalized intersection.

A raised concrete median (CMF ID 2219) with vertical barrier will be implemented along the southern leg of the roundabout (First Capitol Drive towards Tompkins Street). This will prevent an anticipated 71% of crashes at this location, while also guiding pedestrians to safe crossing locations (rather than unsafely crossing at midblock). Center concrete barrier wall will provide



First Capitol and Kingshighway Roundabout

Project Type: Traffic Flow

a means to channel vehicles and direct pedestrians to designated crosswalks, leading to more organized traffic flow and safer pedestrian crossings.

Countermeasure No.

Countermeasure Name	CMF	CMF ID
Installed Raised Median	0.29	2219
Convert signalized intersectino to modern roundabout	0.33	224

Is the proposed improvement(s) identified in any safety study? Yes

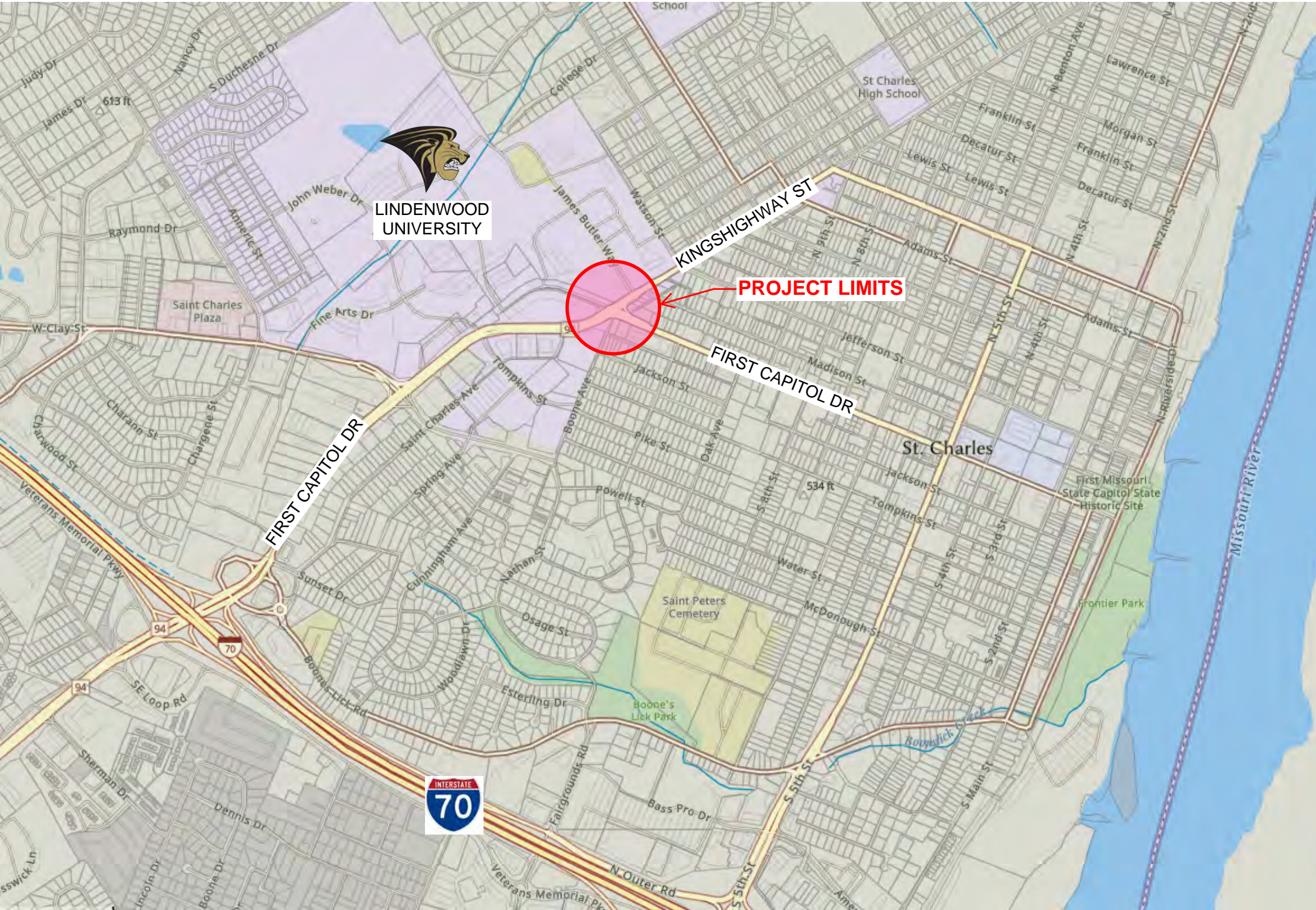
Please Explain:

Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:

Project Location Map

First Capitol Drive and Kingshighway Street Roundabout



PROJECT LIMITS



ST. CHARLES COUNTY ROAD BOARD
 2026 - 2028 TIP FINANCIAL WORKSHEET
 RB25-02 FIRST CAPITOL AND KINGSHIGHWAY ROUNDABOUT

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$72,000.00	\$18,000.00	\$240,000.00	\$0.00	\$330,000.00
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$24,000.00	\$6,000.00	\$120,000.00	\$0.00	\$150,000.00
Construction	\$736,000.00	\$184,000.00	\$2,600,000.00	\$0.00	\$3,520,000.00
TOTAL	\$832,000.00	\$208,000.00	\$2,960,000.00	\$0.00	\$4,000,000.00
PERCENT (%)	20.80%	5.20%	74.00%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2026	\$72,000.00	\$18,000.00	\$240,000.00		\$330,000.00
2027					\$0.00
2028					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027	\$24,000.00	\$6,000.00	\$120,000.00		\$150,000.00
2028					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028	\$736,000.00	\$184,000.00	\$2,600,000.00		\$3,520,000.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	First Capitol Drive and Kinghighway Street Roundabout
Date:	3/24/2025

Specific Roadway Items				
Item	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$200,000.00	\$200,000.00
Removal of Improvements	1	LS	\$100,000.00	\$100,000.00
Type 5 Aggregate Base (4" Thick)	12,200	SY	\$10.00	\$122,000.00
Type C Asphalt Surface, 2"	870	TON	\$100.00	\$87,000.00
Type X Asphalt Base, 8.5"	3,680	TON	\$100.00	\$368,000.00
Red Stamped Concrete, 10.5" (Truck Aprons)	900	SY	\$140.00	\$126,000.00
Concrete Pavement 7" (Paved Approach)	600	SY	\$95.00	\$57,000.00
Type S Curb	2,300	LF	\$50.00	\$115,000.00
Vertical Concrete Curb and Gutter	2,400	LF	\$50.00	\$120,000.00
Mountable Concrete Curb and Gutter (Truck Aprons)	800	LF	\$50.00	\$40,000.00
Concrete Barrier	200	LF	\$150.00	\$30,000.00
Brick Pavers (Medians)	3,000	SY	\$110.00	\$330,000.00
24" RCP	1,500	LF	\$150.00	\$225,000.00
30" RCP	600	LF	\$180.00	\$108,000.00
Curb Inlet	14	EA	\$4,000.00	\$56,000.00
Adjust Manhole to Grade	4	EA	\$2,000.00	\$8,000.00
Relocate Fire Hydrant	4	EA	\$3,000.00	\$12,000.00
Traffic Control	1	LS	\$20,000.00	\$20,000.00
Signage & Pavement Markings	1	LS	\$18,000.00	\$18,000.00
Wayfinding Signage	1	LS	\$5,000.00	\$5,000.00
Construction Surveying & Staking	1	LS	\$14,000.00	\$14,000.00
SUBTOTAL				\$2,161,000.00

Specific Bicycle Items				
Item	Quantity	Unit	Unit Price	Amount
Share Use Path (6" Thick)	1,450	SY	\$60.00	\$87,000.00
Type 5 Aggregate Base (4" Thick)	1,450	SY	\$10.00	\$14,500.00
ADA Ramp	4	EA	\$2,000.00	\$8,000.00
Solar Powered Rectangular Rapid Flashing Beacon	6	EA	\$2,000.00	\$12,000.00
Signage and Pavement Markings	1	LS	\$4,000.00	\$4,000.00
SUBTOTAL				\$125,500.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	First Capitol Drive and Kinghighway Street Roundabout
Date:	3/24/2025

Specific Pedestrian Items				
Item	Quantity	Unit	Unit Price	Amount
Share Use Path (6" Thick)	1,450	SY	\$60.00	\$87,000.00
Concrete Sidewalk (4" Thick)	600	SY	\$55.00	\$33,000.00
Type 5 Aggregate Base (4" Thick)	2,050	SY	\$10.00	\$20,500.00
ADA Ramp	4	EA	\$5,000.00	\$20,000.00
Signage and Pavement Markings	1	LS	\$4,000.00	\$4,000.00
Solar Powered Rectangular Rapid Flashing Beacon	6	EA	\$2,000.00	\$12,000.00
SUBTOTAL				\$176,500.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
Seeding & Sodding	1	LS	\$10,000.00	\$10,000.00
Erosion Control & SWPPP	1	LS	\$15,000.00	\$15,000.00
Relocate Overhead Utilities	1	LS	\$20,000.00	\$20,000.00
Lighting	16	Each	\$10,000.00	\$160,000.00
Landscaping & Mulching	1	LS	\$5,000.00	\$5,000.00
Street Trees	10	Each	\$1,000.00	\$10,000.00
SUBTOTAL				\$220,000.00

Construction Cost Total	\$2,683,000.00
Contingency	\$520,000.00
Inflation	\$297,000.00
Preliminary Engineering	\$330,000.00
Right-of-Way	\$150,000.00
Construction Engineering/Inspection	\$20,000.00
Project Total	\$4,000,000.00

Certificate Of Completion

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Status: Sent

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Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 9

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

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grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

147DA4446E33432..

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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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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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

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Electronic Record and Signature Disclosure:

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Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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
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



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
Jessica Steffen
jessica.steffen@stcharlescitymo.gov
Audit & Accounting Manager
City of Saint Charles, MO
Delegate Of: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
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)
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)
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:
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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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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)
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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:	St. Charles County Transportation Sales Tax Funding Agreement		
Grant Amount:	\$ 400,000		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount of \$400,000.00 for First Capitol and Tompkins Intersection Project		
Account/s #:	412-199-199-433401		
Project #:	26ENGST002		

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: 12/3/2025
---	----------------------------------	---------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	12/8/2025
Department of Law (for Legality only)	<small>Initial</small> AEM	12/8/2025
Director of Finance (Funds Available)	<small>Initial</small> JP	12/8/2025
Director of Administration (Recommend Approval)	<small>Initial</small> (SD)	12/10/2025
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: 12/16/2025

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 St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount not to exceed \$400,000.00 for the First Capitol Drive and Tompkins Street Intersection Improvements Project.

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 St. Charles County Transportation Sales Tax funding for the First Capitol Drive and Tompkins Street Intersection Improvements project. The project will replace the existing 4-way stop controlled intersection with a new roundabout. The project also provides a new shared use path and safety improvements from West Clay Street to Kingshighway Street. The new roundabout has many benefits including reduced travel times along the corridor, reduced traffic emissions and improved safety for all users.

This transportation sales tax funding is administered through the St. Charles County Road Board. The City will be reimbursed for actual costs up to a maximum amount of \$400,000.00. The City's matching funds are included in the 2026 CIP. These funds will be used for design services. The City will be apply for federal funding for construction funding. Project design costs are estimated at \$500,000.00. County funds for design are available in the County fiscal year 2026 starting in January.

Staff recommends approval.

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

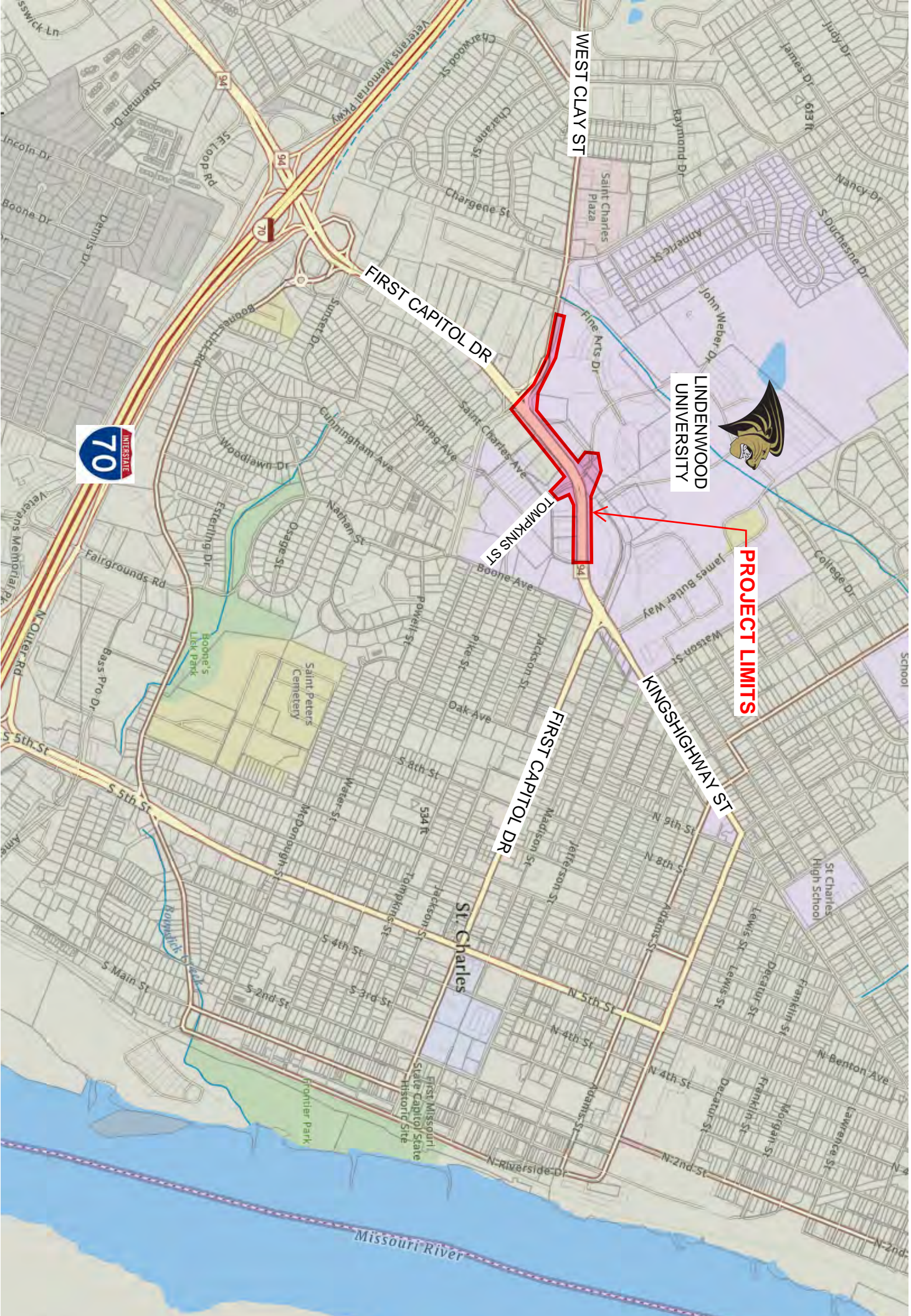
Fiscal Impact: 400,000.00 Yes

Account #: 412-199-199-433401

Project #: 26ENGST002

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

Project Location Map First Capitol Drive and Tompkins Street Intersection Traffic Flow Improvements



LINDENWOOD
UNIVERSITY

PROJECT LIMITS

WEST CLAY ST

FIRST CAPITOL DR

TOMPKINS ST

FIRST CAPITOL DR

KINGSHIGHWAY ST



Missouri River

**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF ST. CHARLES
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
FIRST CAPITOL AND TOMPKINS INTERSECTION IMPROVEMENTS**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of St., State of Missouri, hereinafter referred to as “Municipality.”

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as “Department” shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **First Capitol and Tompkins Intersection Improvements** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$400,000.00** (“County Contribution Amount”).

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-01 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of conceptual design plans**
- C. The total cost of the Project is estimated as **\$500,000.00**.
- D. The Municipality will be reimbursed by the County for **80%** of actual costs of the Project, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

- A. Conceptual Plans and Traffic Study (if applicable)
1. Conceptual Plans and Traffic Study Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the Department Conceptual Plans and/or Traffic Study for approval.
 - i. Conceptual Plans (if not approved with application) shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
 - ii. Department may request a Traffic Study for projects impacting a major intersection or having significant impacts on an existing roadway. Upon the Department's request, the Department, Municipality, and Municipality's Consultant shall attend a scoping meeting prior to beginning the study. After the meeting, the Department shall review and must issue approval of the final study scope prior to commencement of the study. The completed Traffic Study shall include all requested scope items.
 2. Review by the County. The Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
 3. Approval of Conceptual Plans and Traffic Study. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.
- B. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.
- C. Refusal to Address Plan Comments. If the Municipality refuses to address plan comments during any phase of design, or if responses to comments do not satisfy the Department, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section Three to the Municipality.

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a design kick off meeting with the selected engineering consultant prior to beginning Preliminary Design plans for the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

If the Municipality holds a public meeting during the project design phase, the Municipality shall invite Department to this meeting, providing at least two weeks' advance notice. Additionally, Municipality shall provide Department with proposed meeting materials at least one week in advance for review prior to the meeting date. Final materials shall be provided electronically to Department following the public meeting for inclusion on County's Active TIP webpage.

SECTION FIVE
STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION SIX
TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

SECTION SEVEN
TERMINATION

A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.

d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.

2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION EIGHT **COST OVERRUNS**

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION NINE
REMUNERATION

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION TEN
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to Dan Mann, City of St. Charles, 200 N. Second Street, St. Charles, MO 63301.

SECTION ELEVEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION TWELVE
INDEMNIFICATION

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION THIRTEEN
AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION FOURTEEN
EXHIBITS

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Attachment "A": The Municipality's Road Board Application **RB25-01**

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF ST. CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

Project Information:

Project Limits: Intersection of First Capitol Drive and Tompkins Street

Project Length(miles): 0.5

Federal Functional Class: 1 - Principal Arterial

Anticipated useful life (yrs): 30

Estimated Completion Date: December 31, 2029

ADT: Existing	ADT: Construction Year	ADT: Future/Projected
23,692		23,692

Sponsor Contact Information:

Sponsoring Agency: Saint Charles
Contact Person: Nick Galla
Job Title: Assistant City Engineer
Phone Number: 636-949-3237
E-mail Address: nicholas.galla@stcharlescitymo.gov

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$500,000.00	\$400,000.00	\$100,000.00		\$

Sponsoring agency requesting Road Board funds for Design ONLY

Anticipate additional funds request in subsequent years? Yes

Provide estimated additional amount to be requested: \$1.5M

Project Schedule:

Anticipated Preliminary Plan Approval Date: June 26, 2026
Anticipated A-Date Approval Date: January 29, 2027
Anticipated PS&E Approval Date: June 30, 2028
Anticipated Construction Completion: December 31, 2029



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

Project Description:

Existing Conditions:

First Capitol Drive is the gateway into the City of Saint Charles economic center. This project focuses on traffic flow, safety and pedestrian/bicyclist improvements along First Capitol. This section is bordered by Lindenwood University on the west and University Commons shopping center on the east. The existing corridor has high traffic volumes leading to traffic congestion and multiple traffic accidents at the Tompkins Street/Lindenwood University entrance intersection. Since Lindenwood University with dormitories and the shopping center are on opposite sides of the roadway, there are significant pedestrian movements crossing the road. There are many near accidents with pedestrians crossing illegally and not crossing at the existing designated crosswalks. Existing horizontal and vertical geometry at Tompkins Street makes it difficult for drivers to see the signal and pedestrians crossing First Capitol Drive. Project will address these traffic flow and safety issues.

Proposed roadway improvements:

The most significant improvement will be replacing the existing traffic signal at First Capitol Drive and Tompkins Street with a new roundabout. The pavement along First Capitol Drive is a mix concrete and asphalt both in fair condition. The project will replace full depth asphalt pavement (13 inches thick) as needed to construct the new roundabout at Tompkins Street. The remaining pavement will receive a 2" mill and asphalt overlay. The project will replace the existing brick center median with a new concrete barrier to prevent illegal pedestrian crossing and to direct pedestrians to proper and safer crosswalks.

Proposed traffic flow improvements:

Replacement of the existing signalized intersection with a roundabout will significantly reduce average vehicle delay through the corridor (i.e. 67% reduction in the PM peak). Additionally, the intersection will no longer be reliant on operational vehicle detection, consistent utility power, and various signal-related hardware to provide a consistently reliable operation. The roundabout will improve efficiency outside of the peak periods, when vehicles and pedestrians are frequently delayed due to inefficient signal control during low volume times of the day. The new roundabout will increase the overall operations of this intersection to a level of service A.

Proposed safety improvements:

The project replaces an existing signalized intersection with a modern roundabout (CMF ID 224) at First Capitol Drive and Tompkins Street, resulting in projected reduction in all crash types of 67% at this intersection. Roundabout will eliminate multiple high-speed right angle and head-on conflict points currently present with the signalized intersection.



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

A raised concrete median (CMF ID 2219) with vertical barrier will be implemented along First Capitol Drive within the project limits, preventing an anticipated 71% of crashes along the corridor, while also guiding pedestrians to safe crossing locations (rather than unsafely crossing at midblock). The continuous center concrete median with barrier wall will provide a means to channel vehicles and direct pedestrians to designated locations, leading to more organized traffic flow and safer pedestrian crossings.

Proposed bicycle/pedestrian improvements:

The project includes a new 10' wide shared use path (SUP) to replace the existing sidewalk along the west side of First Capitol Drive. This new SUP will connect to the existing SUP along West Clay Street to create a continuous path bordering the Lindenwood University Campus. Existing sidewalk connections along Tompkins Street will be replaced and reconnected to the new roundabout. Wayfinding signage and pedestrian scale lighting will be provided along the shared use path/sidewalks. ADA compliant ramps and crosswalks will be constructed. High-visibility pavement markings and refuge islands will be provided on all legs of the roundabout. Solar powered flashing beacons will be installed for the crosswalks across First Capitol Drive.

Proposed Gateway Green Light (GGL) improvements:

The legacy MoDOT fiber optic cable will need to be relocated in order to allow for the roundabout to be constructed and signal cabinet removed. This intersection also does not have full CCTV camera coverage for remote monitoring and incident management, which is especially important given event traffic originating from Lindenwood University activities. A new CCTV camera with video analytic functionality connected to the existing Gateway Green Light network and ATMS software will allow for continuous remote visibility of the project area.

Proposed GGL improvements been coordinated with Roads & Traffic? Yes

Utility Impacts:

The City and design consultant will coordinate with utilities throughout the duration of the project. Project will relocate the storm drainage system with new inlets for the roundabout. City owned fire hydrants will be relocated further away from the roundabout. City owned sanitary manholes will be adjusted vertically to match proposed grades. Overhead electric and communication lines will be relocated to accommodate the new roundabout. City owned street lighting and pedestrian level lighting will be relocated.



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

Traffic Flow Details:

What type of Traffic Flow project is proposed? Intersection

Proposed typical section approved by Roads & Traffic? Yes

If a traffic study is not available, please explain: Traffic Study has been provided by Lochmueller Group dated November 5, 2024, see page 11 for Before Conditions and page 27 for After Conditions.

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

Project includes a new 10' wide shared use path (SUP) to replace the existing sidewalk along the west side of First Capitol Drive. This new SUP will connect to the existing SUP along West Clay Street to create a continuous path bordering the Lindenwood University Campus. Existing sidewalk connections along Tompkins Street will be replaced and reconnected to the new roundabout. Wayfinding signage and pedestrian scale lighting will be provided along the shared use path/sidewalks. ADA compliant ramps and crosswalks will be constructed. High-visibility pavement markings and refuge islands will be provided on all legs of the roundabout. Solar powered flashing beacons will be installed for the crosswalks across First Capitol Drive. The project will improve bicycle and pedestrian connectivity and expand the surrounding low-stress network.

Proposed project identified in the adopted SCC Gateway Bike Plan? Yes

Please Explain:

Per the SCC GBP, what is the recommended facility type? Sidepath

Does the proposed project follow the recommended facility type? Yes

Please explain why the proposed project does not match the recommended facility type.



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions
------	-------------	----------	----------------	----------	-----------------	------------------

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

The project replaces an existing signalized intersection with a modern roundabout (CMF ID 224) at First Capitol Drive and Tompkins Street, resulting in projected reduction in all crash types of 67% at this intersection. Roundabout will eliminate multiple high-speed right angle and head-on conflict points currently present with the signalized intersection.

A raised concrete median (CMF ID 2219) with vertical barrier will be implemented along First Capitol Drive within the project limits, preventing an anticipated 71% of crashes, while also guiding pedestrians to safe crossing locations (rather than unsafely crossing at midblock). The continuous center concrete median with barrier wall will provide a means to channel vehicles and direct pedestrians to designated locations, leading to more organized traffic flow and safer pedestrian crossings.

Countermeasure No.

Countermeasure Name	CMF	CMF ID
Install Raised Median	0.29	2219
Convert signalized intersection to modern roundabout	0.33	224

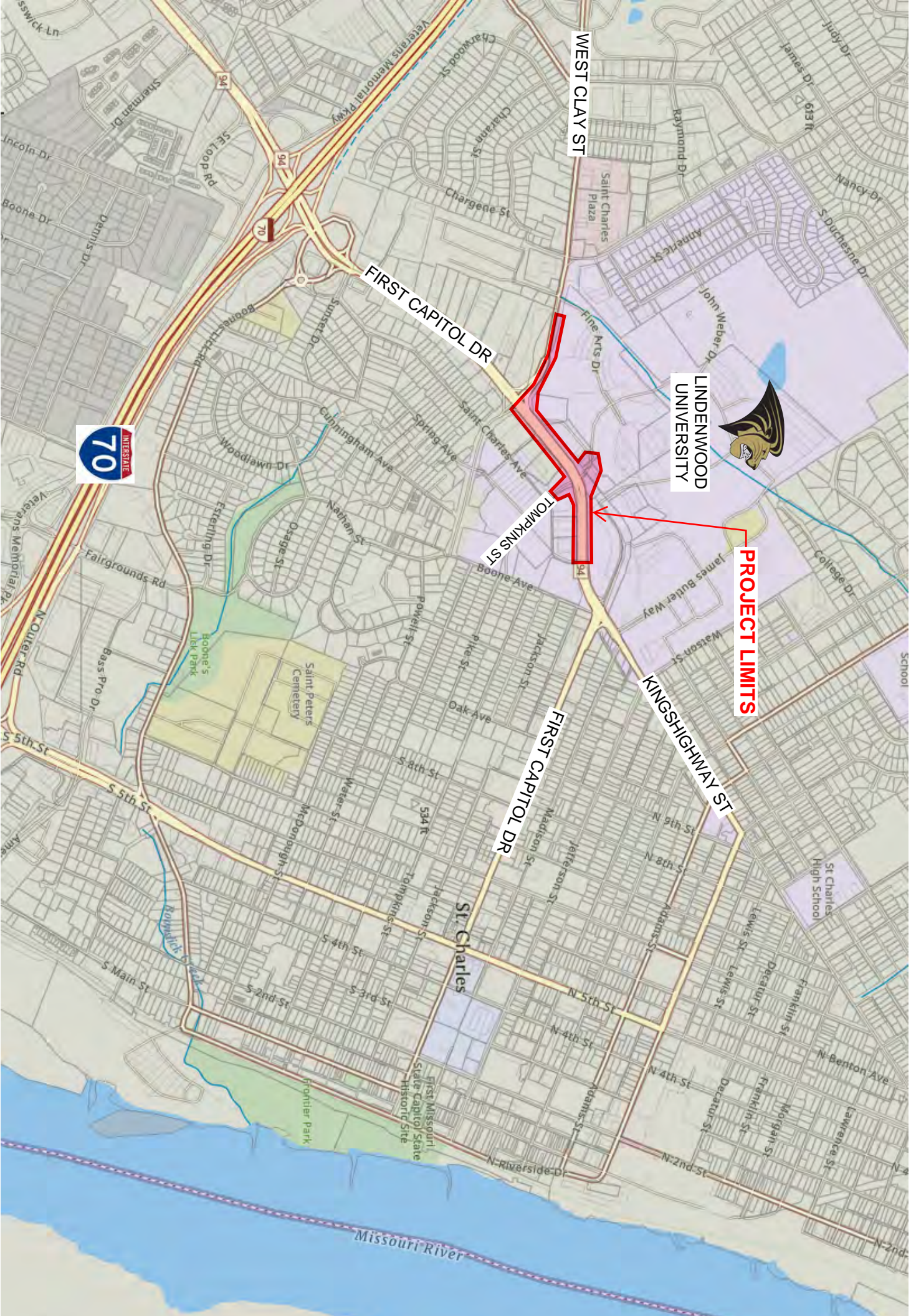
Is the proposed improvement(s) identified in any safety study? Yes

Please Explain:

Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:

Project Location Map First Capitol Drive and Tompkins Street Intersection Traffic Flow Improvements



LINDENWOOD
UNIVERSITY

PROJECT LIMITS

WEST CLAY ST

FIRST CAPITOL DR

TOMPKINS ST

FIRST CAPITOL DR

KINGSHIGHWAY ST



Missouri River

ST. CHARLES COUNTY ROAD BOARD
 2026 - 2028 TIP FINANCIAL WORKSHEET

RB25-01 FIRST CAPITOL AND TOMPKINS INTERSECTION IMPROVEMENTS

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$80,000.00	\$20,000.00	\$400,000.00	\$0.00	\$500,000.00
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$296,000.00	\$74,000.00	\$1,480,000.00	\$0.00	\$1,850,000.00
Construction	\$1,192,000.00	\$298,000.00	\$4,360,000.00	\$0.00	\$5,850,000.00
TOTAL	\$1,568,000.00	\$392,000.00	\$6,240,000.00	\$0.00	\$8,200,000.00
PERCENT (%)	19.12%	4.78%	76.10%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2026	\$80,000.00	\$20,000.00	\$400,000.00		\$500,000.00
2027					\$0.00
2028					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027	\$296,000.00	\$74,000.00	\$1,480,000.00		\$1,850,000.00
2028					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028	\$1,192,000.00	\$298,000.00	\$4,360,000.00		\$5,850,000.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	First Capitol Dr. & Tompkins St. Intersection Traffic Flow Improvements
Date:	3/17/2025

Specific Roadway Items

Item	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$300,000.00	\$300,000.00
Removal of Improvements	1	LS	\$160,000.00	\$160,000.00
Coldmilling Bituminous Pavement, 2"	4,700	SY	\$2.00	\$9,400.00
Type 5 Aggregate Base (4" Thick)	14,400	SY	\$10.00	\$144,000.00
Type C Asphalt Surface, 2"	1,600	TON	\$100.00	\$160,000.00
Type X Asphalt Base, 8.5"	4,530	TON	\$100.00	\$453,000.00
Red Stamped Concrete, 10.5" (Truck Aprons)	500	SY	\$140.00	\$70,000.00
Type S Curb	4,300	LF	\$50.00	\$215,000.00
Vertical Concrete Curb and Gutter	4,800	LF	\$50.00	\$240,000.00
Mountable Concrete Curb and Gutter (Truck Aprons)	500	LF	\$50.00	\$25,000.00
Concrete Barrier	1,500	LF	\$150.00	\$225,000.00
Brick Pavers (Medians)	4,400	SY	\$110.00	\$484,000.00
24" RCP	4,200	LF	\$150.00	\$630,000.00
30" RCP	500	LF	\$180.00	\$90,000.00
Curb Inlet	32	EA	\$4,000.00	\$128,000.00
Adjust Manhole to Grade	8	EA	\$2,000.00	\$16,000.00
Relocate Fire Hydrant	8	EA	\$3,000.00	\$24,000.00
Traffic Control	1	LS	\$30,000.00	\$30,000.00
Advanced Signal Detection	1	LS	\$10,000.00	\$10,000.00
Signage & Pavement Markings	1	LS	\$20,000.00	\$20,000.00
Wayfinding Signage	1	LS	\$5,000.00	\$5,000.00
Replace Monument Sign	2	EA	\$20,000.00	\$40,000.00
Construction Surveying & Staking	1	LS	\$12,000.00	\$12,000.00
SUBTOTAL				\$3,490,400.00

Specific Bicycle Items

Item	Quantity	Unit	Unit Price	Amount
Share Use Path (6" Thick)	2,650	SY	\$60.00	\$159,000.00
Type 5 Aggregate Base (4" Thick)	2,650	SY	\$10.00	\$26,500.00
ADA Ramp	5	EA	\$2,000.00	\$10,000.00
Solar Powered Rectangular Rapid Flashing Beacon	4	EA	\$2,000.00	\$8,000.00
Signage and Pavement Markings	1	LS	\$4,000.00	\$4,000.00
Retaining Wall	300	VERT. SF	\$120.00	\$36,000.00
Black PVC Coated Metal Fencing	50	LF	\$150.00	\$7,500.00
SUBTOTAL				\$251,000.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	First Capitol Dr. & Tompkins St. Intersection Traffic Flow Improvements
Date:	3/17/2025

Specific Pedestrian Items				
Item	Quantity	Unit	Unit Price	Amount
Share Use Path (6" Thick)	2,650	SY	\$60.00	\$159,000.00
Concrete Sidewalk (4" Thick)	100	SY	\$55.00	\$5,500.00
Type 5 Aggregate Base (4" Thick)	2,750	SY	\$10.00	\$27,500.00
ADA Ramp	5	EA	\$5,000.00	\$25,000.00
Signage and Pavement Markings	1	LS	\$4,000.00	\$4,000.00
Solar Powered Rectangular Rapid Flashing Beacon	4	EA	\$2,000.00	\$8,000.00
Retaining Wall	300	VERT. SF	\$120.00	\$36,000.00
Black PVC Coated Metal Fencing	50	LF	\$150.00	\$7,500.00
SUBTOTAL				\$272,500.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
Seeding & Sodding	1	LS	\$20,000.00	\$20,000.00
Erosion Control & SWPPP	1	LS	\$20,000.00	\$20,000.00
Relocate Overhead Utilities	1	LS	\$30,000.00	\$30,000.00
Lighting	34	Each	\$10,000.00	\$340,000.00
Landscaping & Mulching	1	LS	\$5,000.00	\$5,000.00
Street Trees	20	Each	\$1,000.00	\$20,000.00
Weather Station (rain gauge, thermometer, wind gauge)	1	LS	\$5,000.00	\$5,000.00
Pole Mounted CCTV Camera	1	LS	\$50,000.00	\$50,000.00
SUBTOTAL				\$490,000.00

Construction Cost Total	\$4,503,900.00
Contingency	\$823,100.00
Inflation	\$493,000.00
Preliminary Engineering	\$500,000.00
Right-of-Way	\$1,850,000.00
Construction Engineering/Inspection	\$30,000.00
Project Total *	\$8,200,000.00

Certificate Of Completion

Envelope Id: 98846453-D51F-492B-A76E-CAA927068341

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing.pdf_1ST CAPITOL & TOMPKINS FUNDING AGREEMENT

Source Envelope:

Document Pages: 19

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 9

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

12/2/2025 11:24:27 AM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.168.36

Signed using mobile

Timestamp

Sent: 12/2/2025 11:28:37 AM

Viewed: 12/3/2025 10:03:05 AM

Signed: 12/3/2025 10:03:25 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Sent: 12/3/2025 10:03:28 AM

Resent: 12/8/2025 12:58:41 PM

Viewed: 12/8/2025 1:52:23 PM

Signed: 12/8/2025 1:52:30 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 12/8/2025 1:52:33 PM

Viewed: 12/8/2025 1:53:59 PM

Signed: 12/8/2025 1:54:28 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

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Signed: 12/8/2025 2:11:55 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign


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


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


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

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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)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign


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

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Signed: 12/10/2025 5:03:35 PM

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

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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:
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: 12/8/2025 4:51:15 PM
Viewed: 12/9/2025 7:44:23 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:	St. Charles County Transportation Sales Tax Funding Agreement		
Grant Amount:	\$ 400,000		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount of \$400,000.00 for First Capitol and Tompkins Intersection Project		
Account/s #:	412-199-199-433401		
Project #:	26ENGST002		

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: 12/3/2025
---	----------------------------------	---------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	12/8/2025
Department of Law (for Legality only)	<small>Initial</small> AEM	12/8/2025
Director of Finance (Funds Available)	<small>Initial</small> JP	12/8/2025
Director of Administration (Recommend Approval)	<small>Initial</small> LSDJ	12/10/2025
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: 12/16/2025

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 St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount not to exceed \$400,000.00 for the First Capitol Drive and Tompkins Street Intersection Improvements Project.

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 St. Charles County Transportation Sales Tax funding for the First Capitol Drive and Tompkins Street Intersection Improvements project. The project will replace the existing 4-way stop controlled intersection with a new roundabout. The project also provides a new shared use path and safety improvements from West Clay Street to Kingshighway Street. The new roundabout has many benefits including reduced travel times along the corridor, reduced traffic emissions and improved safety for all users.

This transportation sales tax funding is administered through the St. Charles County Road Board. The City will be reimbursed for actual costs up to a maximum amount of \$400,000.00. The City's matching funds are included in the 2026 CIP. These funds will be used for design services. The City will be apply for federal funding for construction funding. Project design costs are estimated at \$500,000.00. County funds for design are available in the County fiscal year 2026 starting in January.

Staff recommends approval.

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

Fiscal Impact: 400,000.00 Yes

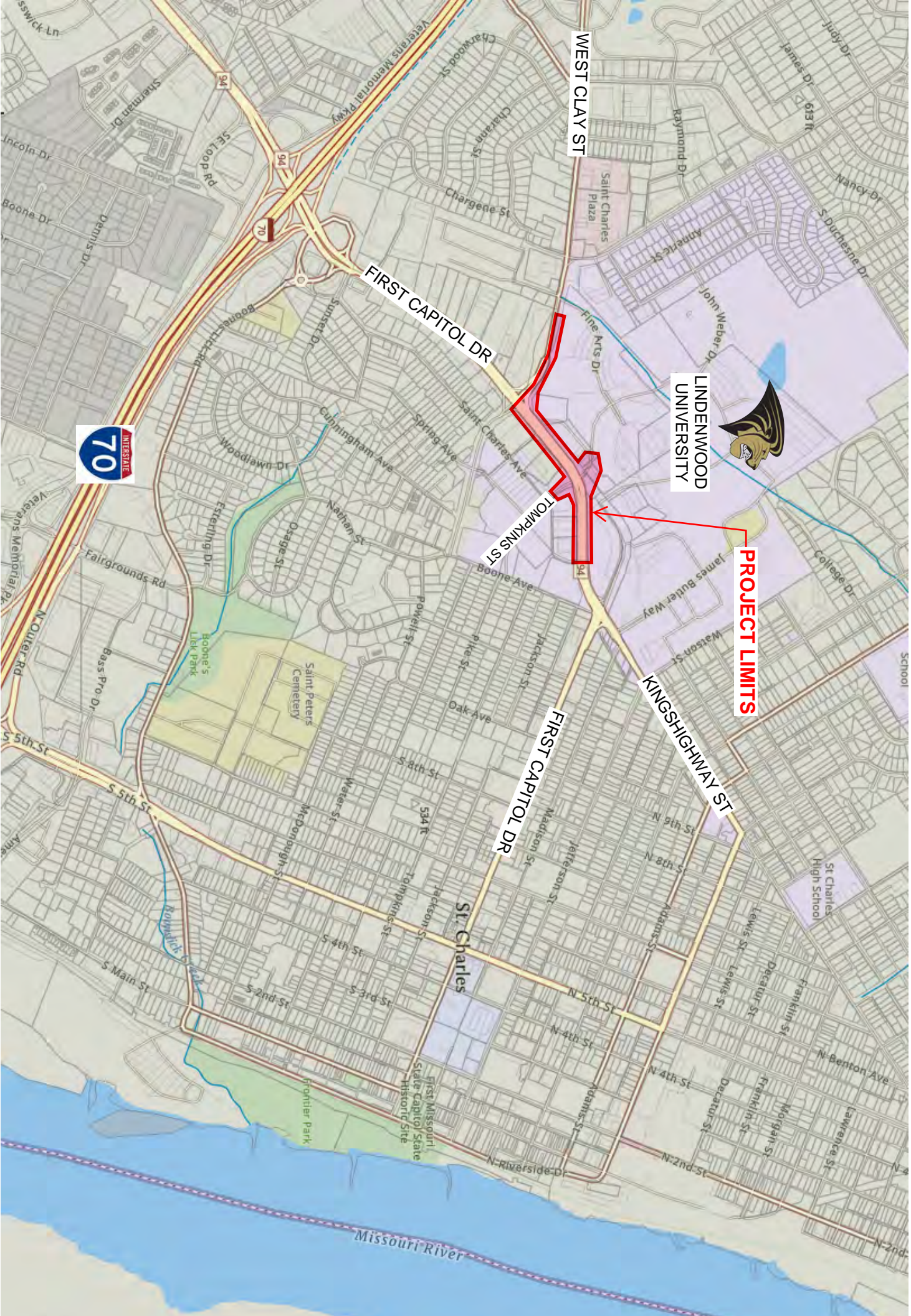
Account #: 412-199-199-433401

Project #: 26ENGST002

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

Project Location Map

First Capitol Drive and Tompkins Street Intersection Traffic Flow Improvements



LINDENWOOD
UNIVERSITY

PROJECT LIMITS

WEST CLAY ST

FIRST CAPITOL DR

TOMPKINS ST

FIRST CAPITOL DR

KINGSHIGHWAY ST



Missouri River

**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF ST. CHARLES
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
FIRST CAPITOL AND TOMPKINS INTERSECTION IMPROVEMENTS**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of St., State of Missouri, hereinafter referred to as “Municipality.”

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as “Department” shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **First Capitol and Tompkins Intersection Improvements** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$400,000.00** (“County Contribution Amount”).

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-01 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of conceptual design plans**
- C. The total cost of the Project is estimated as **\$500,000.00**.
- D. The Municipality will be reimbursed by the County for **80%** of actual costs of the Project, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

A. Conceptual Plans and Traffic Study (if applicable)

1. Conceptual Plans and Traffic Study Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the Department Conceptual Plans and/or Traffic Study for approval.
 - i. Conceptual Plans (if not approved with application) shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
 - ii. Department may request a Traffic Study for projects impacting a major intersection or having significant impacts on an existing roadway. Upon the Department's request, the Department, Municipality, and Municipality's Consultant shall attend a scoping meeting prior to beginning the study. After the meeting, the Department shall review and must issue approval of the final study scope prior to commencement of the study. The completed Traffic Study shall include all requested scope items.
2. Review by the County. The Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans and Traffic Study. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.

B. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.

C. Refusal to Address Plan Comments. If the Municipality refuses to address plan comments during any phase of design, or if responses to comments do not satisfy the Department, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section Three to the Municipality.

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a design kick off meeting with the selected engineering consultant prior to beginning Preliminary Design plans for the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

If the Municipality holds a public meeting during the project design phase, the Municipality shall invite Department to this meeting, providing at least two weeks' advance notice. Additionally, Municipality shall provide Department with proposed meeting materials at least one week in advance for review prior to the meeting date. Final materials shall be provided electronically to Department following the public meeting for inclusion on County's Active TIP webpage.

SECTION FIVE
STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION SIX
TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

SECTION SEVEN
TERMINATION

A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.

d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.

2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION EIGHT **COST OVERRUNS**

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION NINE
REMUNERATION

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION TEN
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to Dan Mann, City of St. Charles, 200 N. Second Street, St. Charles, MO 63301.

SECTION ELEVEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION TWELVE
INDEMNIFICATION

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION THIRTEEN
AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION FOURTEEN
EXHIBITS

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Attachment "A": The Municipality's Road Board Application **RB25-01**

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF ST. CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

Project Information:

Project Limits: Intersection of First Capitol Drive and Tompkins Street

Project Length(miles): 0.5

Federal Functional Class: 1 - Principal Arterial

Anticipated useful life (yrs): 30

Estimated Completion Date: December 31, 2029

ADT: Existing	ADT: Construction Year	ADT: Future/Projected
23,692		23,692

Sponsor Contact Information:

Sponsoring Agency: Saint Charles
Contact Person: Nick Galla
Job Title: Assistant City Engineer
Phone Number: 636-949-3237
E-mail Address: nicholas.galla@stcharlescitymo.gov

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$500,000.00	\$400,000.00	\$100,000.00		\$

Sponsoring agency requesting Road Board funds for Design ONLY

Anticipate additional funds request in subsequent years? Yes

Provide estimated additional amount to be requested: \$1.5M

Project Schedule:

Anticipated Preliminary Plan Approval Date: June 26, 2026
Anticipated A-Date Approval Date: January 29, 2027
Anticipated PS&E Approval Date: June 30, 2028
Anticipated Construction Completion: December 31, 2029



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

Project Description:

Existing Conditions:

First Capitol Drive is the gateway into the City of Saint Charles economic center. This project focuses on traffic flow, safety and pedestrian/bicyclist improvements along First Capitol. This section is bordered by Lindenwood University on the west and University Commons shopping center on the east. The existing corridor has high traffic volumes leading to traffic congestion and multiple traffic accidents at the Tompkins Street/Lindenwood University entrance intersection. Since Lindenwood University with dormitories and the shopping center are on opposite sides of the roadway, there are significant pedestrian movements crossing the road. There are many near accidents with pedestrians crossing illegally and not crossing at the existing designated crosswalks. Existing horizontal and vertical geometry at Tompkins Street makes it difficult for drivers to see the signal and pedestrians crossing First Capitol Drive. Project will address these traffic flow and safety issues.

Proposed roadway improvements:

The most significant improvement will be replacing the existing traffic signal at First Capitol Drive and Tompkins Street with a new roundabout. The pavement along First Capitol Drive is a mix concrete and asphalt both in fair condition. The project will replace full depth asphalt pavement (13 inches thick) as needed to construct the new roundabout at Tompkins Street. The remaining pavement will receive a 2" mill and asphalt overlay. The project will replace the existing brick center median with a new concrete barrier to prevent illegal pedestrian crossing and to direct pedestrians to proper and safer crosswalks.

Proposed traffic flow improvements:

Replacement of the existing signalized intersection with a roundabout will significantly reduce average vehicle delay through the corridor (i.e. 67% reduction in the PM peak). Additionally, the intersection will no longer be reliant on operational vehicle detection, consistent utility power, and various signal-related hardware to provide a consistently reliable operation. The roundabout will improve efficiency outside of the peak periods, when vehicles and pedestrians are frequently delayed due to inefficient signal control during low volume times of the day. The new roundabout will increase the overall operations of this intersection to a level of service A.

Proposed safety improvements:

The project replaces an existing signalized intersection with a modern roundabout (CMF ID 224) at First Capitol Drive and Tompkins Street, resulting in projected reduction in all crash types of 67% at this intersection. Roundabout will eliminate multiple high-speed right angle and head-on conflict points currently present with the signalized intersection.



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

A raised concrete median (CMF ID 2219) with vertical barrier will be implemented along First Capitol Drive within the project limits, preventing an anticipated 71% of crashes along the corridor, while also guiding pedestrians to safe crossing locations (rather than unsafely crossing at midblock). The continuous center concrete median with barrier wall will provide a means to channel vehicles and direct pedestrians to designated locations, leading to more organized traffic flow and safer pedestrian crossings.

Proposed bicycle/pedestrian improvements:

The project includes a new 10' wide shared use path (SUP) to replace the existing sidewalk along the west side of First Capitol Drive. This new SUP will connect to the existing SUP along West Clay Street to create a continuous path bordering the Lindenwood University Campus. Existing sidewalk connections along Tompkins Street will be replaced and reconnected to the new roundabout. Wayfinding signage and pedestrian scale lighting will be provided along the shared use path/sidewalks. ADA compliant ramps and crosswalks will be constructed. High-visibility pavement markings and refuge islands will be provided on all legs of the roundabout. Solar powered flashing beacons will be installed for the crosswalks across First Capitol Drive.

Proposed Gateway Green Light (GGL) improvements:

The legacy MoDOT fiber optic cable will need to be relocated in order to allow for the roundabout to be constructed and signal cabinet removed. This intersection also does not have full CCTV camera coverage for remote monitoring and incident management, which is especially important given event traffic originating from Lindenwood University activities. A new CCTV camera with video analytic functionality connected to the existing Gateway Green Light network and ATMS software will allow for continuous remote visibility of the project area.

Proposed GGL improvements been coordinated with Roads & Traffic? Yes

Utility Impacts:

The City and design consultant will coordinate with utilities throughout the duration of the project. Project will relocate the storm drainage system with new inlets for the roundabout. City owned fire hydrants will be relocated further away from the roundabout. City owned sanitary manholes will be adjusted vertically to match proposed grades. Overhead electric and communication lines will be relocated to accommodate the new roundabout. City owned street lighting and pedestrian level lighting will be relocated.



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

Traffic Flow Details:

What type of Traffic Flow project is proposed? Intersection

Proposed typical section approved by Roads & Traffic? Yes

If a traffic study is not available, please explain: Traffic Study has been provided by Lochmueller Group dated November 5, 2024, see page 11 for Before Conditions and page 27 for After Conditions.

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

Project includes a new 10' wide shared use path (SUP) to replace the existing sidewalk along the west side of First Capitol Drive. This new SUP will connect to the existing SUP along West Clay Street to create a continuous path bordering the Lindenwood University Campus. Existing sidewalk connections along Tompkins Street will be replaced and reconnected to the new roundabout. Wayfinding signage and pedestrian scale lighting will be provided along the shared use path/sidewalks. ADA compliant ramps and crosswalks will be constructed. High-visibility pavement markings and refuge islands will be provided on all legs of the roundabout. Solar powered flashing beacons will be installed for the crosswalks across First Capitol Drive. The project will improve bicycle and pedestrian connectivity and expand the surrounding low-stress network.

Proposed project identified in the adopted SCC Gateway Bike Plan? Yes

Please Explain:

Per the SCC GBP, what is the recommended facility type? Sidepath

Does the proposed project follow the recommended facility type? Yes

Please explain why the proposed project does not match the recommended facility type.



First Capitol and Tompkins Intersection Improvements

Project Type: Traffic Flow

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions
------	-------------	----------	----------------	----------	-----------------	------------------

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

The project replaces an existing signalized intersection with a modern roundabout (CMF ID 224) at First Capitol Drive and Tompkins Street, resulting in projected reduction in all crash types of 67% at this intersection. Roundabout will eliminate multiple high-speed right angle and head-on conflict points currently present with the signalized intersection.

A raised concrete median (CMF ID 2219) with vertical barrier will be implemented along First Capitol Drive within the project limits, preventing an anticipated 71% of crashes, while also guiding pedestrians to safe crossing locations (rather than unsafely crossing at midblock). The continuous center concrete median with barrier wall will provide a means to channel vehicles and direct pedestrians to designated locations, leading to more organized traffic flow and safer pedestrian crossings.

Countermeasure No.

Countermeasure Name	CMF	CMF ID
Install Raised Median	0.29	2219
Convert signalized intersection to modern roundabout	0.33	224

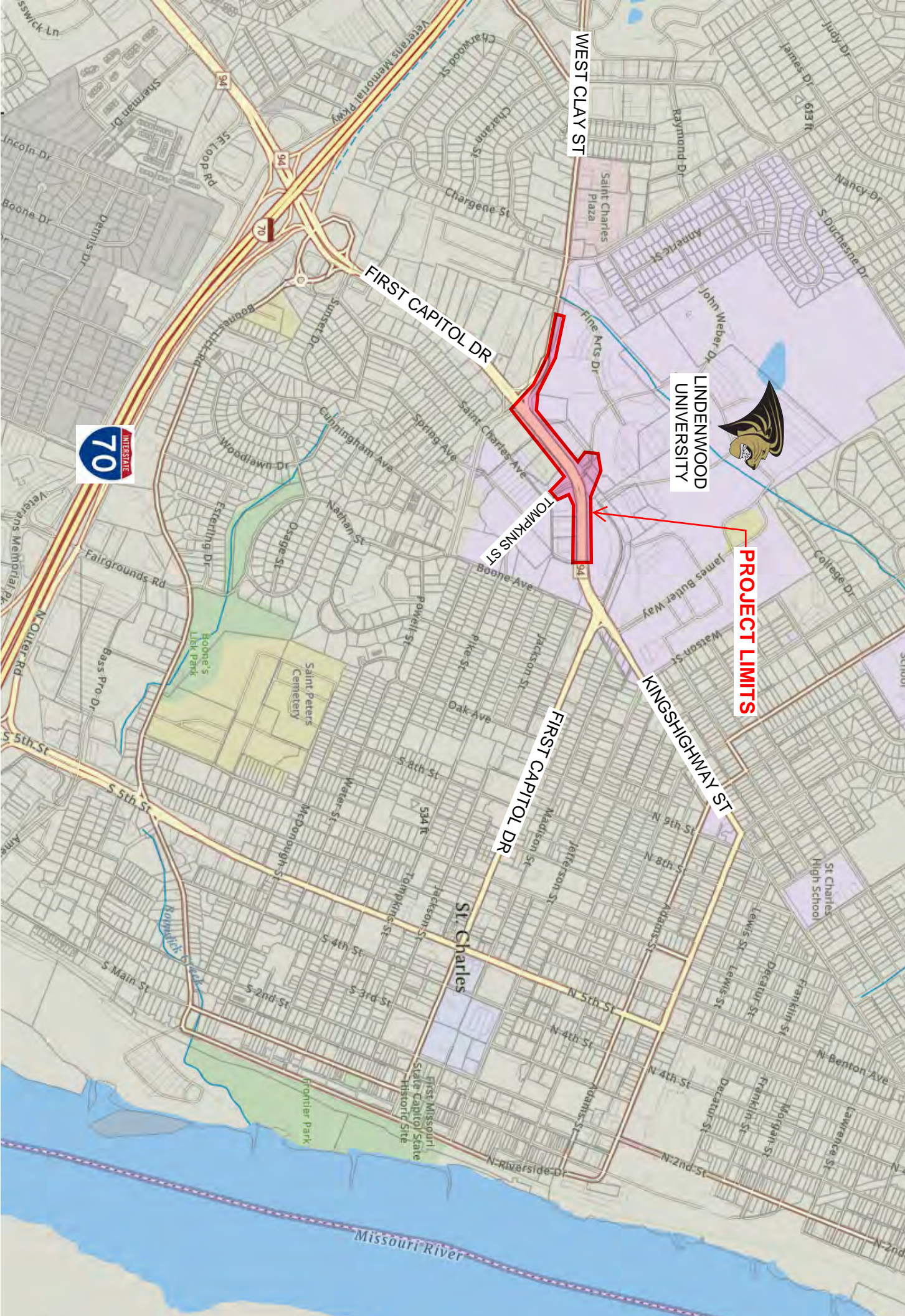
Is the proposed improvement(s) identified in any safety study? Yes

Please Explain:

Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:

Project Location Map First Capitol Drive and Tompkins Street Intersection Traffic Flow Improvements



ST. CHARLES COUNTY ROAD BOARD
 2026 - 2028 TIP FINANCIAL WORKSHEET

RB25-01 FIRST CAPITOL AND TOMPKINS INTERSECTION IMPROVEMENTS

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$80,000.00	\$20,000.00	\$400,000.00	\$0.00	\$500,000.00
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$296,000.00	\$74,000.00	\$1,480,000.00	\$0.00	\$1,850,000.00
Construction	\$1,192,000.00	\$298,000.00	\$4,360,000.00	\$0.00	\$5,850,000.00
TOTAL	\$1,568,000.00	\$392,000.00	\$6,240,000.00	\$0.00	\$8,200,000.00
PERCENT (%)	19.12%	4.78%	76.10%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2026	\$80,000.00	\$20,000.00	\$400,000.00		\$500,000.00
2027					\$0.00
2028					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027	\$296,000.00	\$74,000.00	\$1,480,000.00		\$1,850,000.00
2028					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028	\$1,192,000.00	\$298,000.00	\$4,360,000.00		\$5,850,000.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	First Capitol Dr. & Tompkins St. Intersection Traffic Flow Improvements
Date:	3/17/2025

Specific Roadway Items

Item	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$300,000.00	\$300,000.00
Removal of Improvements	1	LS	\$160,000.00	\$160,000.00
Coldmilling Bituminous Pavement, 2"	4,700	SY	\$2.00	\$9,400.00
Type 5 Aggregate Base (4" Thick)	14,400	SY	\$10.00	\$144,000.00
Type C Asphalt Surface, 2"	1,600	TON	\$100.00	\$160,000.00
Type X Asphalt Base, 8.5"	4,530	TON	\$100.00	\$453,000.00
Red Stamped Concrete, 10.5" (Truck Aprons)	500	SY	\$140.00	\$70,000.00
Type S Curb	4,300	LF	\$50.00	\$215,000.00
Vertical Concrete Curb and Gutter	4,800	LF	\$50.00	\$240,000.00
Mountable Concrete Curb and Gutter (Truck Aprons)	500	LF	\$50.00	\$25,000.00
Concrete Barrier	1,500	LF	\$150.00	\$225,000.00
Brick Pavers (Medians)	4,400	SY	\$110.00	\$484,000.00
24" RCP	4,200	LF	\$150.00	\$630,000.00
30" RCP	500	LF	\$180.00	\$90,000.00
Curb Inlet	32	EA	\$4,000.00	\$128,000.00
Adjust Manhole to Grade	8	EA	\$2,000.00	\$16,000.00
Relocate Fire Hydrant	8	EA	\$3,000.00	\$24,000.00
Traffic Control	1	LS	\$30,000.00	\$30,000.00
Advanced Signal Detection	1	LS	\$10,000.00	\$10,000.00
Signage & Pavement Markings	1	LS	\$20,000.00	\$20,000.00
Wayfinding Signage	1	LS	\$5,000.00	\$5,000.00
Replace Monument Sign	2	EA	\$20,000.00	\$40,000.00
Construction Surveying & Staking	1	LS	\$12,000.00	\$12,000.00
SUBTOTAL				\$3,490,400.00

Specific Bicycle Items

Item	Quantity	Unit	Unit Price	Amount
Share Use Path (6" Thick)	2,650	SY	\$60.00	\$159,000.00
Type 5 Aggregate Base (4" Thick)	2,650	SY	\$10.00	\$26,500.00
ADA Ramp	5	EA	\$2,000.00	\$10,000.00
Solar Powered Rectangular Rapid Flashing Beacon	4	EA	\$2,000.00	\$8,000.00
Signage and Pavement Markings	1	LS	\$4,000.00	\$4,000.00
Retaining Wall	300	VERT. SF	\$120.00	\$36,000.00
Black PVC Coated Metal Fencing	50	LF	\$150.00	\$7,500.00
SUBTOTAL				\$251,000.00

Estimate of Project Costs

Project Sponsor:	City of Saint Charles, Missouri
Project Title:	First Capitol Dr. & Tompkins St. Intersection Traffic Flow Improvements
Date:	3/17/2025

Specific Pedestrian Items				
Item	Quantity	Unit	Unit Price	Amount
Share Use Path (6" Thick)	2,650	SY	\$60.00	\$159,000.00
Concrete Sidewalk (4" Thick)	100	SY	\$55.00	\$5,500.00
Type 5 Aggregate Base (4" Thick)	2,750	SY	\$10.00	\$27,500.00
ADA Ramp	5	EA	\$5,000.00	\$25,000.00
Signage and Pavement Markings	1	LS	\$4,000.00	\$4,000.00
Solar Powered Rectangular Rapid Flashing Beacon	4	EA	\$2,000.00	\$8,000.00
Retaining Wall	300	VERT. SF	\$120.00	\$36,000.00
Black PVC Coated Metal Fencing	50	LF	\$150.00	\$7,500.00
SUBTOTAL				\$272,500.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
Seeding & Sodding	1	LS	\$20,000.00	\$20,000.00
Erosion Control & SWPPP	1	LS	\$20,000.00	\$20,000.00
Relocate Overhead Utilities	1	LS	\$30,000.00	\$30,000.00
Lighting	34	Each	\$10,000.00	\$340,000.00
Landscaping & Mulching	1	LS	\$5,000.00	\$5,000.00
Street Trees	20	Each	\$1,000.00	\$20,000.00
Weather Station (rain gauge, thermometer, wind gauge)	1	LS	\$5,000.00	\$5,000.00
Pole Mounted CCTV Camera	1	LS	\$50,000.00	\$50,000.00
SUBTOTAL				\$490,000.00

Construction Cost Total	\$4,503,900.00
Contingency	\$823,100.00
Inflation	\$493,000.00
Preliminary Engineering	\$500,000.00
Right-of-Way	\$1,850,000.00
Construction Engineering/Inspection	\$30,000.00
Project Total *	\$8,200,000.00

Certificate Of Completion

Envelope Id: 98846453-D51F-492B-A76E-CAA927068341

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing.pdf_1ST CAPITOL & TOMPKINS FUNDING AGREEMENT

Source Envelope:

Document Pages: 19

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 9

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

12/2/2025 11:24:27 AM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.168.36

Signed using mobile

Timestamp

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Viewed: 12/3/2025 10:03:05 AM

Signed: 12/3/2025 10:03:25 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

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Signed: 12/8/2025 1:52:30 PM

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: 12/8/2025 1:54:28 PM

Electronic Record and Signature Disclosure:

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Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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


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


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

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Signed: 12/8/2025 4:51:12 PM

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


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

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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)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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:
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

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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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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:	St. Charles County Transportation Sales Tax Funding Agreement		
Grant Amount:	\$ 573,822.40		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount of \$573,822.40 for Fox Hill Road Improvements Project		
Account/s #:	412-199-199-433401		
Project #:	24ENGST010		

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: 12/3/2025
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ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	12/3/2025
Department of Law (for Legality only)	<small>Initial</small> AEM	12/4/2025
Director of Finance (Funds Available)	<small>Initial</small> JS	12/4/2025
Director of Administration (Recommend Approval)	<small>Initial</small> (SD)	12/4/2025
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: 12/16/2025

Bill # _____

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 1

Sponsor(s): Consent Agenda

Description:

Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount not to exceed \$573,822.40 for the Fox Hill Road Improvements Project.

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 St. Charles County Transportation Sales Tax funding for the Fox Hill Road Improvements project. The project will rehabilitate the asphalt roadway pavement. The project will also provide new sidewalks and traffic calming features to increase safety along the corridor.

This transportation sales tax funding is administered through the St. Charles County Road Board. The City will be reimbursed for actual costs up to a maximum amount of \$573,822.40. These funds will be used for construction services. The City's matching funds are included in the 2026 CIP. This project has also been awarded \$800,000.00 in federal funds. Total project costs are estimated at \$1,550,000.00. County funds for construction are available in the County fiscal year 2026, and after final design plan approval from the County and other agencies.

Staff recommends approval.

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

Fiscal Impact: 573,822.40 Yes _____

Account #: 412-199-199-433401

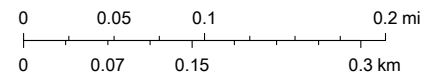
Project #: 24ENGST010

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

FOX HILL ROAD IMPROVEMENTS LOCATION MAP



January 6, 2023



Sources: Esri, USGS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri

**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF ST. CHARLES
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
CONSTRUCTION OF FOX HILL ROAD IMPROVEMENTS**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of St. Charles, State of Missouri, hereinafter referred to as “Municipality.”

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as “Department” shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **Fox Hill Road Improvements** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$573,822.40** (“County Contribution Amount”).

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-06 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) construction services.**
- C. The total cost of the Project construction is estimated as **\$1,386,407.00.**
- D. The Municipality will be reimbursed \$669,129.00 in federal funds. The remaining amount will be shared by the Municipality and County, with the County reimbursing the Municipality for **80%** of the local match for Project costs, up to, but not exceeding, the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

- A. Final Signed PS&E Plans. Once all final reviews have been completed and the Municipality proceeds to bid the project to construction, the Municipality shall submit all final signed/sealed plans and bid documents to the Department for Department records. Upon award of project to the Contractor, the Municipality shall submit bid tabs and final bid award amount.

- B. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a pre-construction meeting with the selected contractor prior to beginning Construction of the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

SECTION FIVE
RIGHT-OF-WAY

At Department's request and sole discretion, the Department may require that the Municipality acquire right-of-way and other property interests needed for this Project. Such acquisitions shall be completed in accordance with applicable law and the then current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name and the Municipality shall complete all necessary work to vest all such property interests acquired within the unincorporated area with the County.

SECTION SIX
STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION SEVEN
TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in **Attachment B** to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final

construction contract completion.

SECTION EIGHT
TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

SECTION NINE
OTHER FUNDING

Municipality and County mutually acknowledge that Municipality has been approved to receive federal funds for this project.

SECTION TEN
TERMINATION

A. Termination for Breach:

1. *Events of Breach:* In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
 - d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the

Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.

2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION ELEVEN
PROJECT SCHEDULE

Timely completion is an essential element of this contract. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION TWELVE
COST OVERRUNS

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION THIRTEEN
REMUNERATION

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover

letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION FOURTEEN
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Engineer, Dan Mann, City of Saint Charles, City Hall, 200 N. Second Street, St. Charles, MO 63301.

SECTION FIFTEEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION SIXTEEN
INDEMNIFICATION

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION SEVENTEEN
AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION EIGHTEEN
EXHIBITS

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Attachment "A": The Municipality's Road Board Application **RB25-06**
2. Attachment "B": Transportation Sales Sign of the size, lettering, and colors as depicted thereon

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF ST. CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____



Fox Hill Road Improvements

Project Type: Improvements to Existing Road

Project Information:

Project Limits: Fox Hill Road from Cottonwood Drive to N. Randolph Street

Project Length(miles): 0.4

Federal Functional Class: 3 - Major Collector

Anticipated useful life (yrs): 25

Estimated Completion Date: March 31, 2027

<i>ADT: Existing</i>	<i>ADT: Construction Year</i>	<i>ADT: Future/Projected</i>
6,982		7,558

Sponsor Contact Information:

Sponsoring Agency: Saint Charles
Contact Person: Nick Galla
Job Title: Assistant City Engineer
Phone Number: 636-949-3237
E-mail Address: nicholas.galla@stcharlescitemo.gov

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$1,386,407.00	\$573,822.40	\$143,455.60	\$669,129.00	\$

Sponsoring agency requesting Road Board funds for Construction Only

Anticipate additional funds request in subsequent years?

Provide estimated additional amount to be requested:

Project Schedule:

Anticipated Preliminary Plan Approval Date: May 30, 2025
Anticipated A-Date Approval Date: October 1, 2025
Anticipated PS&E Approval Date: March 31, 2026
Anticipated Construction Completion: March 31, 2027



Fox Hill Road Improvements

Project Type: Improvements to Existing Road

Project Description:

Existing Conditions:

Fox Hill Road is a major collector roadway between Boschertown Road and Route 94. It provides access to Fox Hill Park, several large residential neighborhoods and a popular commercial area north of Hwy 370 on Rte 94. The significance of the connection to Rte 94 is expected to increase as New Town/Charlestowne neighborhoods to the north continue to expand. Fox Hill Road has the lowest remaining pavement condition index (PCI) score on the City's functional classification map. Currently, Fox Hill Road is 36' wide with 18' wide lanes in each direction and on-street parking along both sides. There is a 4' wide sidewalk in poor condition along the west side of the road with non-ADA compliant ramps. There is a small portion of 4' wide sidewalk on the east side, but otherwise no sidewalks on that side. The road geometry is straight and relatively flat leading to speeding and unsafe pedestrian crossings.

Proposed roadway improvements:

The asphalt pavement along Fox Hill Road will receive a 3-inch mill and asphalt overlay. The intersections at Tamarack Dr. and Huncker Dr. will receive a full depth pavement replacement for the crosswalks to meet ADA compliance. The project will reduce the travel lanes to 11' wide in each direction with edge striping for 7' on-street parallel parking. Curb bump outs and other traffic calming features will be implemented.

Proposed traffic flow improvements:

Fox Hill Road is currently 36' wide with 18' wide lanes in each direction. The proposed typical section will repurpose the roadway by reducing the lanes to be 11' wide in each direction with edge striping for 7' wide on-street parallel parking. Curb bump outs and other traffic calming features will be added. Bike Sharrows pavement markings and Share the Road signage will be provided to create a calm street for combined bicycle and vehicle traffic. No new stop signs or traffic signals are being proposed for this project.

Proposed safety improvements:

The project will implement traffic calming features to create a safer calm street for all modes of transportation. The travel lanes on Fox Hill Road will be reduced from 18' wide to 11' wide in each direction. This will greatly reduce accidents per CMF 8153. A new curb bump out with a mid-block pedestrian crossing will be provide north of Mamelles Drive. This crossing will have high-visibility pavement markings and flashing beacons. These features will reduce accidents with pedestrians per CMF 4123 and CMF 9024. The project will incorporate other safety features such as edge striping, bike sharrows, Share the Road signage, wider sidewalks, ADA compliant ramps and crosswalks.



Fox Hill Road Improvements

Project Type: Improvements to Existing Road

Proposed bicycle/pedestrian improvements:

Traffic calming features along with bike sharrows and Share the Road signs will be implemented to create a calm street for combined bicycle and vehicle traffic. Sidewalks will be widened to a minimum 5' width throughout the project. A new sidewalk will be added to the east side of Fox Hill Road. ADA compliant ramps and crosswalks will be provided throughout the project. The crosswalk south of Cottonwood Drive will be shortened in length and have flashing beacons. The crosswalk will be widened to 8' and connect to the asphalt trail in Fox Hill Park. A curb bump out will be provided north of Mamelles Drive for a mid-block crossing with flashing beacons and high-visibility continental striping.

Proposed Gateway Green Light (GGL) improvements:

There are no new traffic signals and no impacts to the existing GGL system with this project.

Proposed GGL improvements been coordinated with Roads & Traffic? N/A

Utility Impacts:

The City and design consultant will coordinate with utilities throughout the duration of the project. The City owned storm drainage system will be modified as needed, and including new storm inlets. The City owned fire hydrants, water valves, sanitary manholes will be adjusted to grade or shifted to accommodate the sidewalk and road improvements. The City and design consultant will coordinate to adjust gas valves or communication boxes to grade. There are no anticipated impacts to electric lines.



Fox Hill Road Improvements

Project Type: Improvements to Existing Road

Condition Details:

Pavement Condition Index (0-100): 38

Design Speed (mph): 25

Posted Speed Limit (mph): 25

Can the Design Speed/Posted Speed Limit be reduced? No

Please Explain: This project is along a straight section of roadway. Traffic calming with edge line striping and curb bump outs will be implemented to achieve compliance with the current 25 mph speed limit.

Proposed typical section approved by Roads & Traffic? Yes

Explain the proposed roadway repurposing or why it is not possible: Fox Hill is currently 36' wide with 18' wide lanes in each direction. The proposed typical section will repurpose the roadway by reducing the travel lanes to be 11' wide in each direction with edge striping for 7' wide on-street parallel parking. Curb bump outs and other traffic calming features will be added. Bike Sharrow pavement markings and Share the Road signage will be provided to create a calm street for combined bicycle and vehicle traffic.

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

Traffic calming features along with bike sharrows and Share the Road signs will be implemented to create a calm street for combined bicycle and vehicle traffic. Sidewalks will be widened to a minimum 5' width throughout the project. A new sidewalk will be added to the east side of Fox Hill Road. ADA compliant ramps and crosswalks will be provided throughout the project. The crosswalk south of Cottonwood Drive will be shortened in length and have flashing beacons. The crosswalk will be widened to 8' and connect to the asphalt trail in Fox Hill Park. A curb bump out will be provided north of Mamelles Drive for a mid-block crossing with flashing beacons and high-visibility continental striping. These improvements will calm traffic to encourage slower vehicular speeds and create less stress for all modes of transportation.



Fox Hill Road Improvements

Project Type: Improvements to Existing Road

Proposed project identified in the adopted SCC Gateway Bike Plan? No

Please Explain: The project is not specifically mentioned in the County Bike plan. However, the project improvements will help achieve the goals of the County Bike Plan by creating a calm street that is safer for all modes of transportation. The improvements will provide a lower stress network for bicycles and pedestrians. Fox Hill Road has been included in the East-West Gateway TIP with federal STP-S funding.

Per the SCC GBP, what is the recommended facility type?

Does the proposed project follow the recommended facility type?

Please explain why the proposed project does not match the recommended facility type.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions
------	-------------	----------	----------------	----------	-----------------	------------------

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

The project will implement traffic calming features to create a safer calm street for all modes of transportation. The travel lanes on Fox Hill Road will be reduced from 18' wide to 11' wide in each direction. This will greatly reduce accidents per CMF 8153. A new curb bump out with a mid-block pedestrian crossing will be provided north of Mamelles Drive. This crossing will have high-visibility pavement markings and flashing beacons. These features will reduce accidents with pedestrians per CMF 4123 and CMF 9024. The project will incorporate other safety features such as edge striping, bike sharrows, Share the Road signage, wider sidewalks, ADA compliant ramps and crosswalks.

Countermeasure No.

Countermeasure Name	CMF	CMF ID
Install Rectangular Rapid Flashing Beacon (RFFB)	0.526	9024
Reduce lane width from 12ft to 11ft	0.72	8153
Install High-Visibility Crosswalk	0.6	4123



Fox Hill Road Improvements

Project Type: Improvements to Existing Road

Is the proposed improvement(s) identified in any safety study? No

Please Explain: Fox Hill Road improvements are not specifically listed on the County Safety Plan. However, the proposed improvements meet the goals of the plan to provide a safer transportation network. The project will provide traffic calming features to encourage slower speeds, and create a calm street for all modes of transportation.

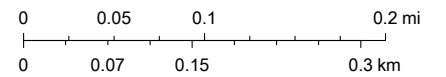
Please identify the study or plan:

Specify Other:

FOX HILL ROAD IMPROVEMENTS LOCATION MAP



January 6, 2023



Sources: Esri, USGS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri

ST. CHARLES COUNTY ROAD BOARD
 2026 - 2028 TIP FINANCIAL WORKSHEET
 RB25-06 FOX HILL ROAD IMPROVEMENTS

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$0.00	\$20,722.00	\$82,871.00	\$0.00	\$103,593.00
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$0.00	\$12,000.00	\$48,000.00	\$0.00	\$60,000.00
Construction	\$600,000.00	\$117,278.00	\$669,129.00	\$0.00	\$1,386,407.00
TOTAL	\$600,000.00	\$150,000.00	\$800,000.00	\$0.00	\$1,550,000.00
PERCENT (%)	38.71%	9.68%	51.61%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2025		\$20,722.00	\$82,871.00		\$103,593.00
2026					\$0.00
2027					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2025					\$0.00
2026					\$0.00
2027					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2025		\$12,000.00	\$48,000.00		\$60,000.00
2026					\$0.00
2027					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2025					\$0.00
2026	\$600,000.00	\$117,278.00	\$669,129.00		\$1,386,407.00
2027					\$0.00

Estimate of Project Costs

Project Sponsor:	City of St. Charles, Missouri
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Project Title:	Fox Hill Road Improvements
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Date:	3/31/2025
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Specific Roadway Items

Item	Quantity	Unit	Unit Price	Amount
REMOVAL OF IMPROVEMENTS	1	LS	\$70,000.00	\$70,000.00
TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	3,209	SY	\$15.00	\$48,135.00
ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP125C MIX) (2")	8,454	SY	\$20.00	\$169,080.00
TACK COAT	1,100	GAL	\$2.00	\$2,200.00
MISC. FIELD ADJUSTMENT (VALVES, METERS, ETC.)	12	EA	\$120.00	\$1,440.00
PAVED APPROACH, 7 IN.	623	SY	\$113.00	\$70,399.00
ROLLED CURB REPLACEMENT	550	LF	\$75.00	\$41,250.00
ASPHALT TRAIL REPLACEMENT	59	SY	\$30.00	\$1,770.00
BARRIER CURB AND GUTTER REPLACEMENT	40	LF	\$75.00	\$3,000.00
6" VERTICAL CURB AND GUTTER (2.0' WIDE GUTTER)	126	LF	\$77.00	\$9,702.00
CONCRETE CURB & GUTTER TYPE S	675	LF	\$60.00	\$40,500.00
CONCRETE CURB & GUTTER LOW PROFILE TYPE E	554	LF	\$60.00	\$33,240.00
SAWCUT, ANY DEPTH	1,333	LF	\$12.00	\$15,996.00
MAILBOX REPLACEMENT	3	EA	\$500.00	\$1,500.00
MISC. (FULL DEPTH PAVEMENT REPLACEMENT CONCRETE)	98	SY	\$175.00	\$17,150.00
MISC. (FULL DEPTH PAVEMENT REPLACEMENT ASPHALT)	811	SY	\$175.00	\$141,925.00
TEMPORARY TRAFFIC CONTROL	1	LS	\$21,000.00	\$21,000.00
MOBILIZATION	1	LS	\$42,000.00	\$42,000.00
COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (2 IN. THICK OR LESS)	8,454	SY	\$3.00	\$25,362.00
CONTRACTOR FURNISHED SURVEYING AND STAKING	1	LS	\$10,000.00	\$10,000.00
STORM SEWER LID REPLACEMENT	7	EA	\$2,500.00	\$17,500.00
CULVERT PIPE REMOVAL	16	LF	\$500.00	\$8,000.00
12 INCH PIPE GROUP A	18	LF	\$152.00	\$2,736.00
6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT	3,384	LF	\$6.50	\$21,996.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	105	LF	\$24.00	\$2,520.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	1	EA	\$500.00	\$500.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE MARKING	6	EA	\$500.00	\$3,000.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN WHITE MIDBLOCK	44	EA	\$200.00	\$8,800.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN. WHITE	226	LF	\$6.50	\$1,469.00
4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	2,282	LF	\$0.50	\$1,141.00
SIGNING - REMOVE AND REPLACE	2	EA	\$600.00	\$1,200.00
SUBTOTAL				\$834,511.00

Specific Pedestrian Items				
Item	Quantity	Unit	Unit Price	Amount
CONCRETE CURB RAMP	220	SY	\$200.00	\$44,000.00
RELOCATE EXISTING FLASHING BEACON	2	EA	\$2,500.00	\$5,000.00
NEW FLASHING BEACON, SOLAR POWERED	2	EA	\$10,000.00	\$20,000.00
TRUNCATED DOMES	145	SF	\$30.00	\$4,350.00
CONCRETE SIDEWALK, 4 IN.	1,480	SY	\$75.00	\$111,000.00
SUBTOTAL				\$184,350.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
SOD	2,420	SY	\$10.00	\$24,200.00
EROSION CONTROL & SWPPP	1	LS	\$17,500.00	\$17,500.00
SUBTOTAL				\$41,700.00

Construction Cost Total	\$1,060,561.00
Contingency	\$209,846.00
Inflation (4% over 2 years)	\$86,000.00
Preliminary Engineering	\$103,593.00
Right-of-Way	\$60,000.00
Construction Engineering/Inspection	\$30,000.00
Project Total	\$1,550,000.00

Certificate Of Completion

Envelope Id: 53E46560-BAA4-4EB1-AB7D-C3BA1918E55B

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing.pdf_FOX HILL FUNDING AGREEMENT

Source Envelope:

Document Pages: 20

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 9

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

12/2/2025 11:19:51 AM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.168.36

Signed using mobile

Timestamp

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Signed: 12/3/2025 10:02:43 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

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Signed: 12/3/2025 10:07:27 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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Viewed: 12/3/2025 3:49:47 PM

Signed: 12/3/2025 3:50:14 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

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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)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Signature Adoption: Uploaded Signature Image
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Jessica Steffen
jessica.steffen@stcharlescitymo.gov
Audit & Accounting Manager
City of Saint Charles, MO
Delegate Of: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



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Using IP Address: 35.130.51.195

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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)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



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

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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)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 12/4/2025 11:18:23 AM Viewed: 12/4/2025 12:54:05 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	12/2/2025 11:32:02 AM
Envelope Updated	Security Checked	12/2/2025 11:32:02 AM
Payment Events	Status	Timestamps

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:	St. Charles County Transportation Sales Tax Funding Agreement		
Grant Amount:	\$ 637,732.80		
New or Renewal:	New		
Amount Budgeted in Previous Year:	\$0		
Description/Purpose:	Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount of \$637,732.80 for Muegge Road Intersection Improvements Project.		
Account/s #:	412-199-199-433401		
Project #:	25ENGST003		

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: 12/3/2025
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ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	12/3/2025
Department of Law (for Legality only)	<small>Initial</small> AEM	12/4/2025
Director of Finance (Funds Available)	<small>Initial</small> JS	12/4/2025
Director of Administration (Recommend Approval)	<small>Initial</small> (SD)	12/4/2025
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: 12/16/2025

Bill # _____

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 5

Sponsor(s): Consent Agenda

Description:

Authorization to enter into an agreement with St. Charles County to receive St. Charles County Transportation Sales Tax funds in an amount not to exceed \$637,732.80 for the Muegge Road Intersection Improvements Project.

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 St. Charles County Transportation Sales Tax funding for the Muegge Road Intersection Improvements at Hackmann Road, Graystone Drive and Old Highway 94 project. The project will rehabilitate the roadway pavement. The project will also provide new ADA compliant crosswalks to increase safety at these intersections.

This transportation sales tax funding is administered through the St. Charles County Road Board. The City will be reimbursed for actual costs up to a maximum amount of \$637,732.80. These funds will be used for construction services. The City's matching funds are included in the 2026 CIP. This project has also been awarded \$776,368.00 in federal funds. Total project costs are estimated at \$1,600,000.00. County funds for construction are available in the County fiscal year 2026, and after final design plan approval from the County and other agencies.

Staff recommends approval.

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

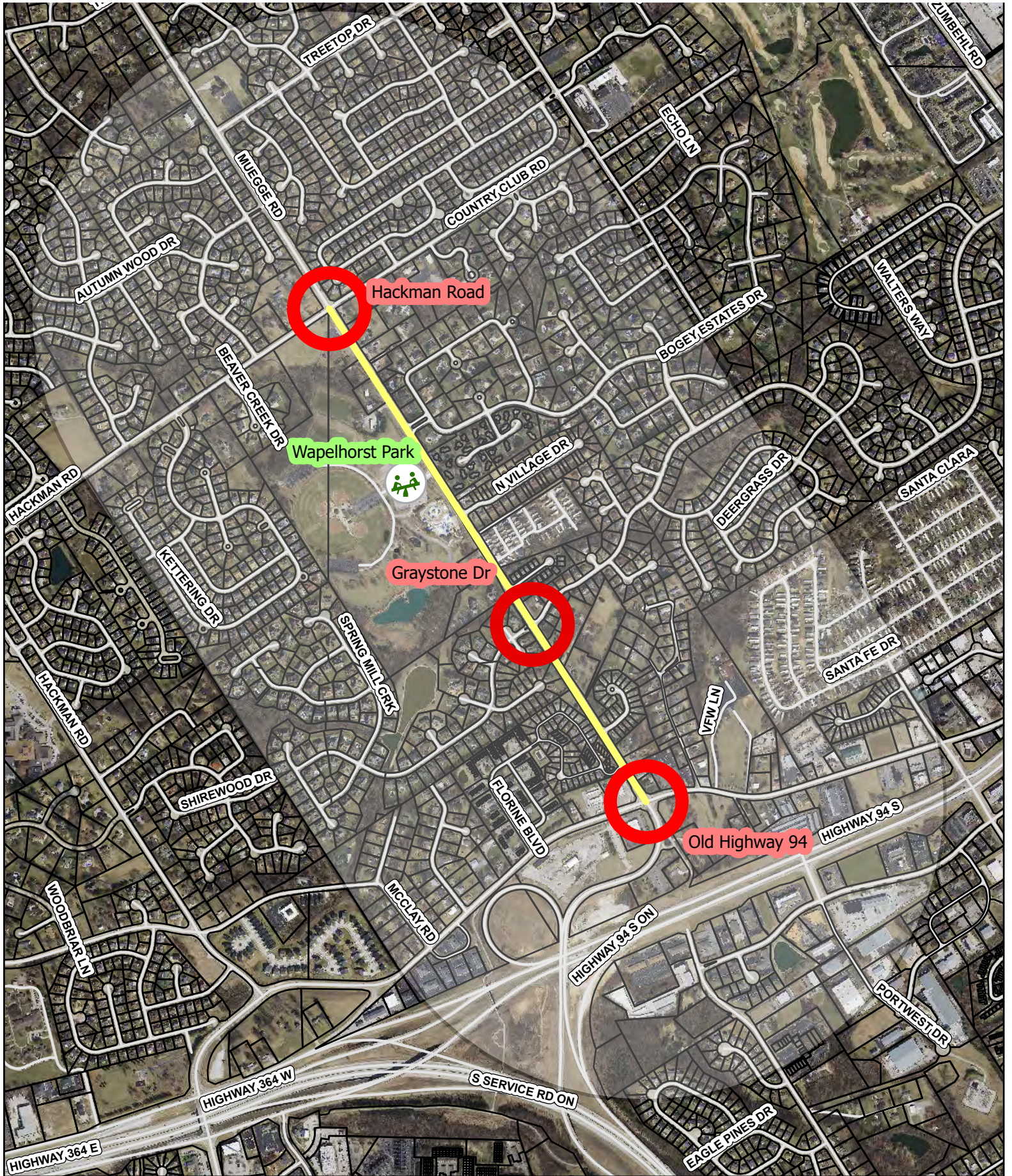
Fiscal Impact: 637,732.80 Yes

Account #: 412-199-199-433401


Project #: 25ENGST003

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

MUEGGE ROAD INTERSECTIONS (HACKMANN, GRAYSTONE, OLD HWY 94) LOCATION MAP



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

 .5 Mile Buffer



**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF ST. CHARLES
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
CONSTRUCTION OF MUEGGE ROAD INTERSECTION IMPROVEMENTS**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of St. Charles, State of Missouri, hereinafter referred to as “Municipality.”

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as “Department” shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **Muegge Road Intersection Improvements** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$637,732.80** (“County Contribution Amount”).

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-07 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) construction services.**
- C. The total cost of the Project construction is estimated as **\$1,467,672.00.**
- D. The Municipality will be reimbursed \$670,506.00 in federal funds. The remaining amount will be shared by the Municipality and County, with the County reimbursing the Municipality for **80%** of the local match for Project costs, up to, but not exceeding, the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

- A. Final Signed PS&E Plans. Once all final reviews have been completed and the Municipality proceeds to bid the project to construction, the Municipality shall submit all final signed/sealed plans and bid documents to the Department for Department records. Upon award of project to the Contractor, the Municipality shall submit bid tabs and final bid award amount.

- B. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a pre-construction meeting with the selected contractor prior to beginning Construction of the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

SECTION FIVE
RIGHT-OF-WAY

At Department's request and sole discretion, the Department may require that the Municipality acquire right-of-way and other property interests needed for this Project. Such acquisitions shall be completed in accordance with applicable law and the then current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name and the Municipality shall complete all necessary work to vest all such property interests acquired within the unincorporated area with the County.

SECTION SIX
STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION SEVEN
TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in **Attachment B** to this agreement at each end of the project construction limits in a visible location. This

sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION EIGHT
TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

SECTION NINE
OTHER FUNDING

Municipality and County mutually acknowledge that Municipality has been approved to receive federal funds for this project.

SECTION TEN
TERMINATION

A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
 - d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of

said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.

2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION ELEVEN **PROJECT SCHEDULE**

Timely completion is an essential element of this contract. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION TWELVE **COST OVERRUNS**

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION THIRTEEN **REMUNERATION**

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the

Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION FOURTEEN
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Engineer, Dan Mann, City of Saint Charles, City Hall, 200 N. Second Street, St. Charles, MO 63301.

SECTION FIFTEEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION SIXTEEN
INDEMNIFICATION

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or

judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION SEVENTEEN **AUDIT**

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION EIGHTEEN **EXHIBITS**

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Attachment "A": The Municipality's Road Board Application **RB25-07**
2. Attachment "B": Transportation Sales Sign of the size, lettering, and colors as depicted thereon

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF ST. CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____



Muegge Intersection Improvements at Hackmann, Graystone and Old Hwy 94

Project Type: Safety

Project Information:

Project Limits: Muegge Intersections at Hackmann, Graystone and Old Hwy 94

Project Length(miles): 0.2

Federal Functional Class: 1 - Principal Arterial

Anticipated useful life (yrs): 25

Estimated Completion Date: December 31, 2027

ADT: Existing	ADT: Construction Year	ADT: Future/Projected
22,000		22,000

Sponsor Contact Information:

Sponsoring Agency: Saint Charles
Contact Person: Nick Galla
Job Title: Assistant City Engineer
Phone Number: 636-949-3237
E-mail Address: nicholas.galla@stcharlescitemo.gov

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$1,467,672.00	\$637,732.80	\$159,433.20	\$670,506.00	\$

Sponsoring agency requesting Road Board funds for Construction Only

Anticipate additional funds request in subsequent years?

Provide estimated additional amount to be requested:

Project Schedule:

Anticipated Preliminary Plan Approval Date: December 31, 2025
Anticipated A-Date Approval Date: March 31, 2026
Anticipated PS&E Approval Date: September 30, 2026
Anticipated Construction Completion: December 31, 2027



Muegge Intersection Improvements at Hackmann, Graystone and Old Hwy 94

Project Type: Safety

Project Description:

Existing Conditions:

Muegge Road is a heavily traveled principal arterial route connecting I-70 to Rte 364. The corridor is lined with a mix of residential subdivisions and commercial developments. The popular Wapelhorst Park is centrally located between Hackmann Road and Graystone Drive. The three (3) Muegge Road intersections at Hackmann Road, Graystone Drive and Old Highway 94 experience high vehicular traffic volumes with significant pedestrian crossings. Muegge Road was constructed along its current alignment in 1989. The pavement is in poor condition and these intersections do not meet current design standards. The City has grown and evolved since with more pedestrians walking to Wapelhorst Park and the surrounding area. The sidewalk, ramps, crosswalk, pedestrian signal and other pedestrian facilities are not ADA compliant.

Proposed roadway improvements:

In addition to replacing the poor condition pavement, the proposed improvements enhance intersection safety by providing ADA compliant crosswalks, ramps and modern Accessible Pedestrian Systems (APS) push buttons. The crosswalks will be 10 feet wide to accommodate shared use paths in the future. This project provides improved safety and pedestrian access between the residential areas, commercial properties, and the public park. The sidewalks along this stretch were labeled as the highest priority for improvement, having the worst sidewalk score with the highest repair cost in the City's 2015 Long Range ADA Transition and Sidewalk Plan. This project will accomplish goals to replace pavement in poor condition and improve intersection safety for pedestrians. The intersection of Muegge Road and Old Hwy 94 is listed as a priority project in the St. Charles County Strategic Highway Safety Plan.

Proposed traffic flow improvements:

The 3 intersections at Hackmann Road, Graystone Drive and Old Highway 94 experience high vehicular traffic volumes with a significant pedestrian crossings. The City will coordinate with the GGL team to optimize signal operations with a consideration to pedestrian crossings. The project will evaluate a leading pedestrian cycle phase to allow pedestrians to enter the intersection while all vehicular traffic is stopped. The project will also evaluate lengthening the cycle length for the pedestrian crossing. At these intersections Muegge Road has 5 lanes, so it takes pedestrians a long time to cross the road. The project will coordinate with GGL team to ensure no major adverse effects to the vehicular traffic traveling along the Muegge Road corridor.

Proposed safety improvements:

Primary goal of project is to increase safety for pedestrian crossings at 3 busy intersections on Muegge Road. Project will widen the crosswalks to be 10' wide and provide ADA upgrades such



Muegge Intersection Improvements at Hackmann, Graystone and Old Hwy 94

Project Type: Safety

as ADA compliant ramps and sidewalks leading up to the intersection. These intersections are all signal controlled. The City will coordinate with the GGL team to optimize signal operations with a consideration to pedestrian crossings. The project will evaluate a leading pedestrian cycle phase to allow pedestrians to enter the intersection while all vehicular traffic is stopped. The project will also evaluate lengthening the cycle length for the pedestrian crossings. At these intersections Muegge Road has 5 lanes, so it takes pedestrians a long time to cross the road. According to CMF 4115, this will reduce potential crashes with pedestrians by 50%. The project will coordinate with GGL team to ensure no major adverse effects to vehicular traffic traveling along the Muegge Road corridor.

Proposed bicycle/pedestrian improvements:

Primary goal of project is to increase safety for pedestrian crossings at 3 busy intersections on Muegge Road. Project will widen the crosswalks to be 10' wide and provide ADA upgrades such as ADA compliant ramps and sidewalks leading up to the intersection. These intersections are all signal controlled. The crosswalks will be 10 feet wide to accommodate shared use paths in the future. The City will coordinate with the GGL team to optimize signal operations with a consideration to pedestrian crossings. The project will evaluate a leading pedestrian cycle phase to allow pedestrians to enter the intersection while all vehicular traffic is stopped. At these intersections Muegge Road has 5 lanes, so it takes pedestrians a long time to cross the road. The project will also evaluate lengthening the cycle length for the pedestrian crossings. The project will coordinate with GGL team to ensure no major adverse effects to vehicular traffic traveling along the Muegge Road corridor.

Proposed Gateway Green Light (GGL) improvements:

There are no impacts to the GGL fiber network. The traffic signal operations will be coordinated with the County GGL team. The project will evaluate a leading pedestrian cycle phase to allow pedestrians to enter the intersection while all vehicular traffic is stopped. At these intersections Muegge Road has 5 lanes, so it takes pedestrians a long time to cross the road. The project will also evaluate lengthening the cycle length for the pedestrian crossings. The project will coordinate with GGL team to ensure no major adverse effects to vehicular traffic traveling along the Muegge Road corridor.

Proposed GGL improvements been coordinated with Roads & Traffic? Yes

Utility Impacts:

The City and design consultant will coordinate with utilities throughout the duration of the project. Project will have minor underground relocations of electric/fiber for pedestrian signal upgrades. No impacts to other underground utilities are anticipated. Utility coordination will be conducted during design to verify no conflicts with improvements.



Muegge Intersection Improvements at Hackmann, Graystone and Old Hwy 94

Project Type: Safety

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

The primary goal of the project is to increase safety for pedestrian crossings at 3 busy intersections on Muegge Road. The project will widen the crosswalks to be 10' wide and provide ADA upgrades, such as ADA compliant ramps and sidewalks leading up to the intersection. These intersections are all signal controlled. The crosswalks will be 10 feet wide to accommodate shared use paths in the future. The City will coordinate with the GGL team to optimize signal operations with a consideration to pedestrian crossings. The project will evaluate a leading pedestrian cycle phase to allow pedestrians to enter the intersection while all vehicular traffic is stopped. At these intersections Muegge Road has 5 lanes, so it takes pedestrians a long time to cross the road. The project will also evaluate lengthening the cycle length for the pedestrian crossings. The project will coordinate with GGL team to ensure no major adverse effects to vehicluar traffic traveling along the Muegge Road corridor.

Proposed project identified in the adopted SCC Gateway Bike Plan? No, but is part of another adopted plan.

Please Explain:

Per the SCC GBP, what is the recommended facility type?

Does the proposed project follow the recommended facility type?

Please explain why the proposed project does not match the recommended facility type.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limts in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions
------	-------------	----------	----------------	----------	-----------------	------------------



Muegge Intersection Improvements at Hackmann, Graystone and Old Hwy 94

Project Type: Safety

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

The primary goal of project is to increase safety for pedestrian crossings at 3 busy intersections on Muegge Road. The project will widen the crosswalks to be 10' wide and provide ADA upgrades such as ADA compliant ramps and sidewalks leading up to the intersection. These intersections are all signal controlled. The City will coordinate with the GGL team to optimize signal operations with a consideration to pedestrian crossings. The project will evaluate a leading pedestrian cycle phase to allow pedestrians to enter the intersection while all vehicular traffic is stopped. The project will also evaluate lengthening the cycle length for the pedestrian crossing. At these intersections Muegge Road has 5 lanes, so it takes pedestrians a long time to cross the road. According to CMF 4115, this will reduce potential crashes with pedestrians by 50%. The project will coordinate with GGL team to ensure no major adverse effects to vehicular traffic traveling along the Muegge Road corridor.

Countermeasure No.

Countermeasure Name	CMF	CMF ID
Increase cycle length for pedestrian crossing	0.5	4115

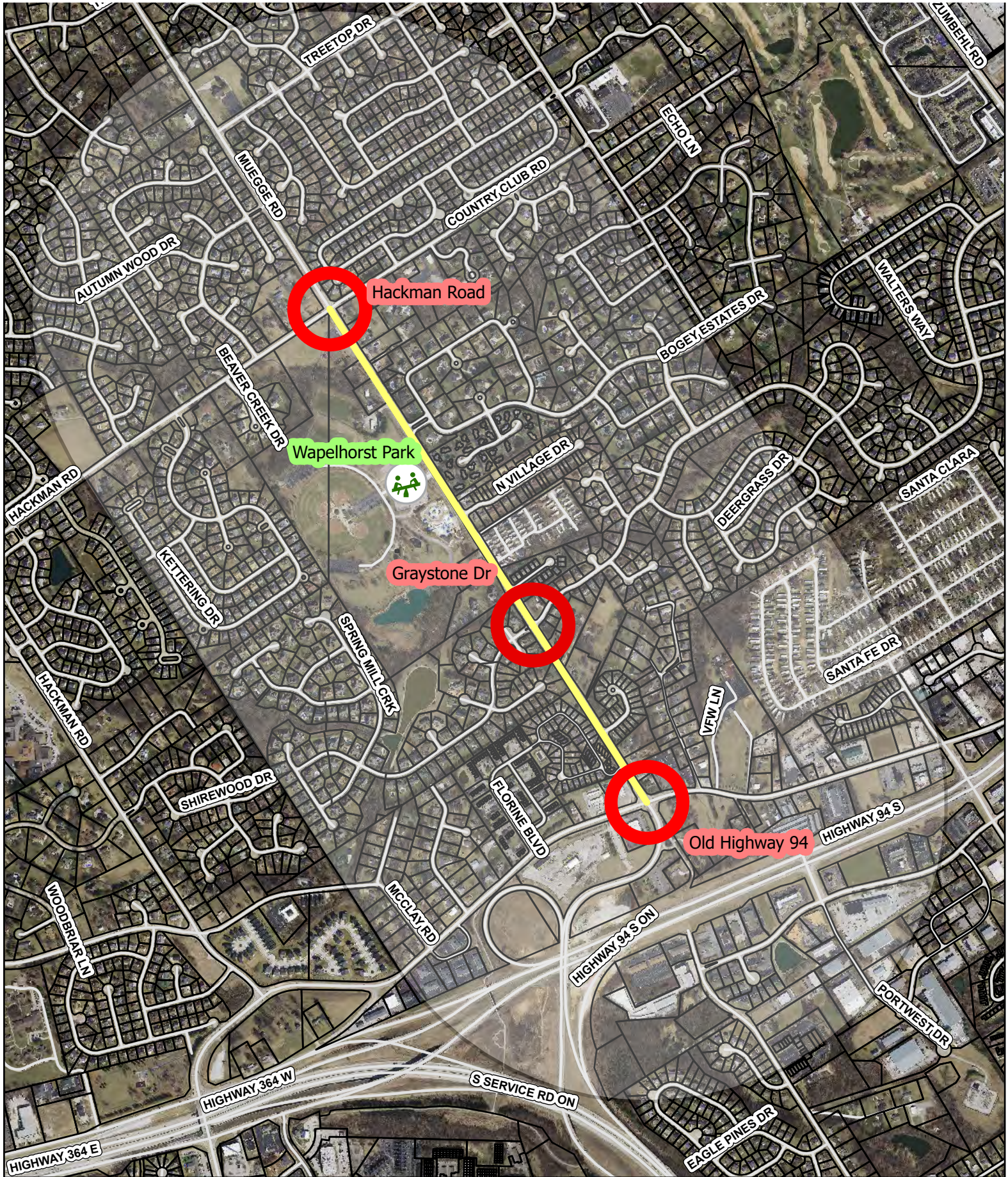
Is the proposed improvement(s) identified in any safety study? Yes

Please Explain:


Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:

MUEGGE ROAD INTERSECTIONS (HACKMANN, GRAYSTONE, OLD HWY 94) LOCATION MAP



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

 .5 Mile Buffer



ST. CHARLES COUNTY ROAD BOARD
 2026 - 2028 TIP FINANCIAL WORKSHEET

RB25-07 MUEGGE INTERSECTION IMPROVEMENTS AT HACKMANN, GRAYSTONE AND OLD HWY 94

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$0.00	\$26,466.00	\$105,862.00	\$0.00	\$132,328.00
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$658,906.00	\$138,260.00	\$670,506.00	\$0.00	\$1,467,672.00
TOTAL	\$658,906.00	\$164,726.00	\$776,368.00	\$0.00	\$1,600,000.00
PERCENT (%)	41.18%	10.30%	48.52%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2025		\$26,466.00	\$105,862.00		\$132,328.00
2026					\$0.00
2027					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2025					\$0.00
2026					\$0.00
2027					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2025					\$0.00
2026					\$0.00
2027					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2025					\$0.00
2026	\$658,906.00	\$138,260.00	\$670,506.00		\$1,467,672.00
2027					\$0.00

Estimate of Project Costs

Project Sponsor:	City of St. Charles
Project Title:	Muegge Road Intersections at Hackmann, Graystone and Old Hwy 94
Date:	26-Mar-25

Specific Roadway Items				
Item	Quantity	Unit	Unit Price	Amount
REMOVAL OF IMPROVEMENTS	1	L.S.	\$48,000.00	\$48,000.00
MODIFIED SUBGRADE (EXCAVATION AND BACKFILL FOR UNSUITABLE MATERIAL)	100	S.Y.	\$40.00	\$4,000.00
REMOVE AND REPLACE CONCRETE PAVEMENT (8" NON-REINFORCED) (INCLUDES BASE ROCK)	6,740	S.Y.	\$110.00	\$741,400.00
AS-BUILT PLANS	1	L.S.	\$5,000.00	\$5,000.00
ADJUST MANHOLE TO GRADE	3	EACH	\$1,000.00	\$3,000.00
REMOVE AND REPLACE INTEGRAL CURB (6" HEIGHT AND UNDER)	500	L.F.	\$20.00	\$10,000.00
STANDARD TRAFFIC CONTROL DEVICES	1	L.S.	\$30,000.00	\$30,000.00
ARROW PANEL, TYPE "B" (NOISELESS), RENTAL	4	EACH	\$1,100.00	\$4,400.00
CHANGEABLE MESSAGE BOARD (NOISELESS), RENTAL	4	EACH	\$3,800.00	\$15,200.00
CONSTRUCTION SIGNS	24	S.F.	\$50.00	\$1,200.00
MOBILIZATION	1	L.S.	\$70,000.00	\$70,000.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN. WHITE	1,750	L.F.	\$12.00	\$21,000.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	450	L.F.	\$20.00	\$9,000.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	6	EACH	\$300.00	\$1,800.00
PREFORMED THERMOPLASTIC PAVEMENT MARKING, STRAIGHT ARROW	4	EACH	\$300.00	\$1,200.00
6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	6,000	L.F.	\$0.50	\$3,000.00
6 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	6,000	L.F.	\$0.50	\$3,000.00
			SUBTOTAL	\$971,200.00

Specific Pedestrian Items				
Item	Quantity	Unit	Unit Price	Amount
TYPE 5 AGGREGATE BASE (4" THICK)	1,130	S.Y.	\$14.00	\$15,820.00
CONCRETE SIDEWALK (4" THICK)	1,130	S.Y.	\$70.00	\$79,100.00
CONCRETE SIDEWALK, CURB RAMP (7" THICK)	140	S.Y.	\$150.00	\$21,000.00
TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	340	S.F.	\$30.00	\$10,200.00
SIGNAL HEAD, TYPE 1S, PEDESTRIAN	24	EACH	\$850.00	\$20,400.00
POST, SIGNAL 4 FT.	12	EACH	\$850.00	\$10,200.00
POST, SIGNAL 8 FT.	12	EACH	\$1,200.00	\$14,400.00
ACCESSIBLE PEDESTRIAN SIGNAL	24	EACH	\$750.00	\$18,000.00
CONDUIT, 2 IN., PUSHED WITH TRACER WIRE	431	L.F.	\$25.00	\$10,775.00
CONDUIT, 4 IN., PUSHED WITH TRACER WIRE	187	L.F.	\$45.00	\$8,415.00
CABLE, 16 AWG 2 CONDUCTOR	2,690	L.F.	\$2.00	\$5,380.00
CABLE, 16 AWG 5 CONDUCTOR	2,710	L.F.	\$2.50	\$6,775.00
PULLBOX, CONCRETE, STANDARD	3	EACH	\$1,500.00	\$4,500.00
BASE, CONCRETE	7	C.Y.	\$2,700.00	\$18,900.00
			SUBTOTAL	\$243,865.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
CONTRACTOR FURNISHED SURVEYING AND STAKING	1	L.S.	\$9,000.00	\$9,000.00
STRIP SODDING	1,000	S.Y.	\$20.00	\$20,000.00
SWPPP DESIGN, IMPLEMENTATION, MAINTENANCE AND REMOVAL	1	L.S.	\$6,000.00	\$6,000.00
			SUBTOTAL	\$35,000.00

Construction Cost Total	\$1,250,065.00
Contingency	\$123,607.00
Inflation (2 years x 3%)	\$84,000.00
Preliminary Engineering	\$132,328.00
Right-of-Way	\$0.00
Construction Engineering/Inspection	\$10,000.00
Project Total	\$1,600,000.00

Certificate Of Completion

Envelope Id: 41BDEC16-02BB-4085-9159-4349EC39D25B
 Subject: Complete with Docusign: Purple Grant Routing.pdf_Muegge Road Intersections
 Source Envelope:
 Document Pages: 19
 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

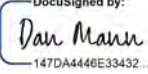
Record Tracking

Status: Original
 12/2/2025 10:55:18 AM
 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...
 Signature Adoption: Pre-selected Style
 Using IP Address: 172.59.168.36
 Signed using mobile

Timestamp

Sent: 12/2/2025 11:19:28 AM
 Viewed: 12/3/2025 9:58:38 AM
 Signed: 12/3/2025 9:59:13 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign


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


 Signature Adoption: Uploaded Signature Image
 Using IP Address: 140.141.255.148

Sent: 12/3/2025 9:59:16 AM
 Viewed: 12/3/2025 10:00:54 AM
 Signed: 12/3/2025 10:02:35 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign


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


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

Sent: 12/3/2025 10:02:37 AM
 Viewed: 12/3/2025 3:51:03 PM
 Signed: 12/3/2025 3:51:14 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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 Signed: 12/4/2025 8:08:43 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign


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

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


Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195


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Viewed: 12/4/2025 11:00:57 AM
Signed: 12/4/2025 11:01:07 AM

Jessica Steffen
jessica.steffen@stcharlescitymo.gov
Audit & Accounting Manager
City of Saint Charles, MO
Delegate Of: Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign


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

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Viewed: 12/4/2025 11:25:26 AM
Signed: 12/4/2025 11:50:50 AM

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


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

Sent: 12/4/2025 11:50:54 AM
Viewed: 12/4/2025 4:39:14 PM
Signed: 12/4/2025 4:39:30 PM

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

Sent: 12/4/2025 4:39:33 PM
Viewed: 12/5/2025 2:22:57 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: 12/4/2025 11:50:53 AM
Viewed: 12/4/2025 12:56:37 PM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/2/2025 11:19:28 AM
Envelope Updated	Security Checked	12/2/2025 11:34:38 AM
Envelope Updated	Security Checked	12/2/2025 11:34:38 AM
Envelope Updated	Security Checked	12/2/2025 11:34:38 AM

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

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

Requesting Department:	Fire	Department Contact:	Kyle Longinette
Vendor Name & NWS#:	MacQueen Emergency		
Description/Purpose:	Purchase Agreement for 2 new fire apparatus		
Account #:	410-240-131-874-102		
Project #:	N/A		
Amount of this Routing:	\$ 2,781,502.00	Select One	
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	N/A	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 2,781,502.00		

Initial
BS

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Joe Gragnani	Signature: <small>Signed by:</small> <i>Joe Gragnani</i>	12/4/2025
--------------------------------------	---	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 12/8/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 12/8/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 12/8/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 12/8/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	





RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 12/16/2025

Bill # _____

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

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

Description:

A Purchase Agreement between the City of St. Charles and MacQueen Emergency for two apparatus for the Fire Department for the consent agenda.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Per the attached Purchase Agreement, the City of St. Charles Fire Department will pay for the two new apparatus outright upon delivery. Delivery of the apparatus is an estimated 47-50 months after the Effective Date of the Agreement.

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

Fiscal Impact: 2,781,502.00 Select One _____

Account #: 410-240-131-874-102

Project #: N/A

RCA prepared by: Haley D. Dept. Dir. Finance Dir. Dir. of Admin.



PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as a Delaware limited liability company DBA MacQueen Emergency ("MacQueen"), and City of Saint Charles, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$2,781,502.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only



effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is approximately **47-50 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Saint Charles
Battalion Chief Kyle Longinette
3201 Boschertown Road
Saint Charles, MO 63301

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the



implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000
Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000
Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.



17. Governing Law; Jurisdiction

Without regard to any conflict of law’s provisions, this Agreement is to be governed by and under the laws of the state of Missouri.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen’s authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer’s price increases or Producer’s Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a “separate” Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen’s authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC

CITY OF SAINT CHARLES

CITY OF SAINT CHARLES ATTESTATION

Signature:  _____
Signed by: AD5C73FD298B48D...

Signature: _____

Signature: _____

Name: Brian Young

Name: _____

Name: _____

Title: Senior Director of Sales

Title: _____

Title: _____

Date: 12/4/2025

Date: _____

Date: _____



EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
 1125 7th Street East
 St. Paul, MN 55106

Customer Name City of Saint Charles **Date** November 18, 2025

Quantity	Chassis Type	Body Type	Contract Price per Unit	Total Contract Price
2	Velocity	Pumpers	\$1,390,751.00*	\$2,781,502.00*

**Sourcewell Consortium Contract 113021-OKC Pricing, Member ID 25812.*

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title
Kyle Longinette	Battalion Chief

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

“PAYMENT TERMS” 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

“TAXES” Federal, State, and Local Taxes are not included in the contract price.

“LATE PAYMENT” A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF November 18, 2025 BETWEEN MACQUEEN AND City of Saint Charles (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? Yes No

If yes, please provide lienholder Name & Address. _____



EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1102 Dated 11/18/2025 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.



EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1102 Dated November 18, 2025.



Option List

11/18/2025

Customer:	City of Saint Charles	Bid Number:	1102
Representative	McDonnell, Dan	Job Number:	
Organization:	MacQueen Emergency Group	Number of Units:	2
Requirements Manager:		Bid Date:	10/31/2025
Description:	St Charles MO pumper	Stock Number:	
Body:	Pumper, Medium, Aluminum, 2nd Gen	Price Level:	54 (Current: 54)
Chassis:	Velocity Chassis (Big Block), 2010	Lane:	Lane 2

Line	Option	Type	Option Description	Qty
1	0766611		Pumper Boiler Plate Fire Department/Customer - St Charles fire Dept Operating/In conjunction W-Service Center - Operating Miles - 25 Miles Number of Fire Dept/Municipalities - 10 Bidder/Sales Organization - Macqueen Delivery - Delivery representative Dealership/Sales Organization, Service - Macqueen	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - identical - including pump panel	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0000114		Inspection Trip(s) Qty, - 02 Fill in Blank - 2 trips - 7 St. Charles Personnel	2
13	0766110		Sourcewell	1
14	0537375		Unit of Measure, US Gallons	1
15	0529326		10%, Pierce Built Chassis	1
16	0816569		P-Bond, Not Requested, PPI	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0564202		Velocity Big Block Chassis	1
20	0523786		Angle of Approach Fill in Blank - Approach - Looking for 10 degees approximately Departure - 9.5 degrees Condition of Truck - Loaded	1
21	0000110		Wheelbase Wheelbase - 184.5"	1
22	0000070		GVW Rating GVW rating - 49,800#	1
23	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel	1
24	0020018		Frame Liner Not Req'd	1
25	0508849		22,800 lb TAK-4 Axle	1
26	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
27	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/Enf	1
28	0000322		Oil Seals, Front Axle	1
29	0785760		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, LRL, Fire Service Speed Rating	1
30	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
31	0530467		31,000 lb Meritor Axle	1
32	0818721		Top Speed of Vehicle, 68 MPH/109 KPH, Non-NFPA/ULC 2024	1
33	0555352		Suspen, Rear, Hendrickson FMX 312 EX, Air Ride, 31,000 lb	1
34	0000485		Oil Seals, Rear Axle	1
35	0629346		Valves, Dump, Air Ride, Rear Axle, Prk Brk Interlock Switch, Dump Valve - Cab & DS Rear	1

Line	Option	Type	Option Description	Qty
36	0809700		Tires, Rear, Michelin, XDN2 Grip, 315/80R22.50, LRL, Single	1
37	0019668		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
38	0568081		Tire Balancing, Counteract Beads	1
39	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
40	0801909		Lug Nut, Covers, Chrome	1
41	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
42	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
43	0002045		Mud Flap, Front and Rear, Pierce Logo	1
44	0759838		Chains, Rud Classic Automatic Tire Chains, 10 strand	1
45	0646362		Chocks, Wheel, Worden HWGY- SB, Super Gripper, (Up to 46" Diameter Tires)	1
			Qty, Pair - 01	
46	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - under LS 3	
			Qty, Pair - 1	
47	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
48	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
49	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1
50	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
51	0000786		Brake Reservoirs, Four	1
			Paint Color, Air Tanks - Black #98	
52	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
53	0000790		Brake Lines, Nylon	1
54	0813346		Inlet/Outlet, Air, w/Disconnect Fitting, 1/4 Turn Valve, Location	1
			Location, Air Coupling(s) - DS Pump Panel	
			Qty, Air Coupling (s) - 1	
55	0891350		Compressor, Air, Kussmaul 091-9B-4, 120V Brake System	1
			Location - in the cab - behind the driver's seat	
56	0011835		Guard, U-Bolt over "Prk Brk" Knob	1
			Qty, - 01	
			Location, driver's/passenger's/center - passenger's	
57	0696889	SP	Valve, 2nd Prk Brk Control, Officer side, w/Red Indicator	1
58	0808514		Engine, Paccar MX, 510HP, 1850 lb-ft W/OBD, EPA 2027, Velocity	1
59	0000000	STF	Not Required	1
60	0001244		High Idle w/Electronic Engine, Custom	1
61	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - Paccar	
62	0733852		Clutch, Fan, Air Actuated, Paccar, VEL	1
63	0734434		Air Intake, Water & Ember Screen, Paccar, VEL	1
64	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
65	0816167	SP	Adapter, Exhaust, Plymovent Magnetic Grabber, for 6" or 7" Diffuser Outlet	1
66	0734440		Radiator, VEL, Paccar	1
67	0511425		Cooling Hoses, Rubber	1
68	0804381		Fuel Tank, 50 Gallon, Left Side Fill, w/ Air Suspension	1
69	0001129		Lines, Fuel	1
70	0734402		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, VEL	1
71	0552793		Not Required, Fuel Priming Pump	1
72	0552712		Not Required, Shutoff Valve, Fuel Line	1
73	0699437		Cooler, Chassis Fuel, Not Req'd.	1
74	0528809		Chain, Fuel Cap Retaining, w/ S/S Trim Plate Below Fuel Fill	1
75	0600404		Label, "Diesel Fuel Only", White Letters with Green Background	1
			Location - Lettering to be above fuel fill	
76	0690880		No Selection Required From This Category	1
77	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
78	0081477		Transmission, Shifter, 5-Spd, Push Button w/4+1mod	1
			Trans, ratio - 4000 EVS, 5Spd	
79	0684459		Transmission Oil Cooler, Modine, External	1
80	0765227	SP	Routing, Transmission Retarder and Cooler Lines, High as Possible	1

Line	Option	Type	Option Description	Qty
81	0001375		Driveline, Spicer 1810	1
82	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
83	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
84	0509231		Steering Wheel, 4 Spoke with Controls	1
85	0690274		Logo and Emblem on Dash	1
			Text, Row (1) One - S.C.F.D.	
			Text, Row (2) Two - Established	
			Text, Row (3) Three - 1861	
86	0090515		Hitch, Receiver, Front, 10,000 lbs, Custom Chassis	1
87	0648379		Bumper, 19" Extended, Under Slung, Steel, Painted, Rec Tray, Imp/Vel	1
88	0510226		Lift & Tow Package, Imp/Vel, AXT	1
89	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
90	0612755		Tray, 3/4 Width, 19" Bumper, Under Slung Design, 10" H Bumper, Imp/Vel	1
			Capacity, Hose Tray - 150' of 1.75 dj	
			Grating, Bumper extension - Grating, Rubber	
91	0828609		Cover, Alum Treadplate, 2" Raised, Underslung	1
			Type of fastener - (2) "D" handle latch	
			Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual	
92	0659634		Light, Amdor, AY-9220-31, 30.63" LED Strip Light, Front Bumper Cover	1
			Qty, - 01	
93	0516238		Partition, Adjustable, Aluminum in Hose Tray, Qty, Location	1
			Location - full width tray, partition to run front to back and adjust side to side	
			Qty, - 01	
94	0692444		Recess, Front/Side Warning Light, In Angled Corner of Bumper	1
			Material, Brkt, Recess Lt Bumper - Painted Smooth Aluminum	
95	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
96	0668315		7010 Velocity Cab	1
97	0724207		Engine Tunnel, X12-15, MX13, Foil Insulation w/Mech Fasteners, Velocity FR	1
98	0887600		Cab Insulation, Impel/Velocity FR	1
99	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
100	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
101	0751126		Grille, Bright Finished, Painted Mesh Screen, Front of Cab, Impel/Velocity	1
			Paint Color, Grille Mesh - Black #101	
102	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
103	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
104	0015440		No Chrome Molding, On side of cab	1
105	0749575	SP	Mirrors, Ramco, 8000FFHR-750HR LS Dr, 8001FFHR-750HR RS Cab, All Htd/Rmt,Imp/Vel	1
			Riser, Ramco Mirror - 4.00", Pair, Ramco	
106	0663040		Mirror, 8.00" Convex, Round, Cab Front, Front Cross View, Heated	1
107	0667921		Half Height Door	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
108	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
109	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
110	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
111	0662776		Electric Door Locks, Cab Doors, Conceal Switch Feature, Imp/Vel	1
			Location - same as job 37909	
112	0512420		Key Pad, Electric Door locks, DS & PS, Imp/Vel	1
113	0606691		Steps, 4-Door Cab, Dual, 2" Larger Middle and Bottom Steps, Imp/Vel	1
			Light, Step, Additional - P25 LED	
114	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
115	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
			Color, Trim - Chrome Housing	
116	0002140		Fenders, S/S on Cab	1
117	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
118	0568605		Not Required, Interior Trim, No Cab Side Windows	1

Line	Option	Type	Option Description	Qty
119	0012090		Not Required, Windows, Front/Side of raised roof	1
120	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
121	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
122	0898659		Compt, Saddle, Transverse C/C, Dbl Pan, D/A Int Dr, 70/90" Vel/Imp Light, Short Transverse Compt - Pierce, Both Sides Louvers - Knockouts, Door Scuffplate, Material/Finish - S/S, Polished Finish, Cab Compt/Component - D/A Finish Door, Cab Exterior Cabinet - Double Pan, (2), Locking #751 Door, Exterior Stop - 2-Web Strap Door, Cab Interior Cabinet - None (Transverse Only)	1
123	0734047	SP	Trough, Water Can Extinguisher Storage, Transverse Compt, Each Qty, - 02 Size - tbd location - tbd Restraint, Equipment Rack - Strap	2
124	0655880		Tubes, (4) Pike Pole, (2) Each Side, Storage, Transverse Compartment Pike Pole Make and Model - 6' NY Roof Hooks	1
125	0604171		Scuffplate, Brushed S/S, Bottom of Door Frame, Each Qty, - 02 location - one each side	2
126	0644302		Wheelwell, Cab, UL-LX Color, UL-LX, Per Item - a) black	1
127	0555178		Hood Modification, Add Extra Spring for Lightbar	1
128	0644019		Holder, Cup, 4" Diameter x 4" High x 1" Slit on Side, Matting, Alum, Each Location - ship loose, customer will install Qty, - 04	4
129	0663375		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Vel/Imp Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1
130	0748671		Cab Interior, Vinyl, Velocity FR, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	1
131	0667943		Cab Interior, Paint Color, Impel/VelocitY FR Color, Cab Interior Paint - i) fire smoke gray	1
132	0698741		Floor, Alum Cab & Crew Cab - 2010 AXT/Imp/Vel, Wrap Vertical Surfaces, CARE	1
133	0894651		HVAC, Heavy-Duty, Velocity FR, w/PACCAR, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both	1
134	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf Sun Visor Retention - Thumb Latch	1
135	0548173		Grab Handles, Driver and Passenger Door Post, Imp/Vel	1
136	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SCOCDRCR, 3" LED, Trim Qty, - 01	1
137	0122516		Fluid Check Access, Imp/Vel Latch, Door, Storage - Southco C2 Chrome Raised	1
138	0583042		Side Roll and Frontal Impact Protection	1
139	0622619		Seating Capacity, 4 Belted Seats	1
140	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	1
141	0696994		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, Safety, PRIMARY	1
142	0002517		Not Required, Radio Compartment	1
143	0771832		Cabinet, Rear Facing, LS, 24 W x 28 H x 24 D, Ext Acc Only, Sp Mtg, Imp/Vel Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - 0-No Shelving Shelf/Tray, Cabinet - (0) None Door, Cab Exterior Cabinet - Double Pan, Locking #751 Door, Exterior Stop - Stay Arm Louvers, Cabinet - 0-No Louvers	1
144	0102783		Not Required, Seat, Rr Facing C/C, Center	1
145	0755269		Cabinet, Rear Facing, RS, 21 W x 28 H x 21.5 D, Ext Acc Only, Sp Mtg, Imp/Vel Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side	1

Line	Option	Type	Option Description	Qty
145			Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Locking #751 Door, Exterior Stop - Stay Arm Louvers, Cabinet - 0-No Louvers	
146	0726061	SP	Seat, Fwd Fcng C/C, LS Otrbd, Pierce PS6, Base, SCBA, 17" Btm, Safety,SECONDARY	1
147	0732592	SP	Cabinet, Fwd Fcng, Ctr, 36 W x 28 H x 16 D, 2" Web, Arm, Cup, Imp/Vel Type of fastener - 2" cam buckle False Floor, EMS Cabinet - False Floor, Sweep Out Style Restraint Location - Bottom (towards the ground) Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Flange Down Louvers, Cabinet - 0-No Louvers	1
148	0726057	SP	Seat, Fwd Fcng C/C, RS Otrbd, Pierce PS6, Base, SCBA, 17" Btm, Safety, SECONDARY	1
149	0787966	SP	Ramp, Polished S/S, EMS Compt Exterior Door Location - EMS compartments Qty, - 02	2
150	0579569		Mounting Plate, Reinforcement, Cab Cabinet Location - DS EMS box - left wall inside - when opening the exterior door (directly behind the driver's seat) Also with a 1/2" spacers behind this plate and the back wall - to run wires behind this plate Qty, - 01	1
151	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 04	4
152	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
153	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
154	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel	1
155	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
156	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
157	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
158	0631776		Not Required, Overhead Map Lights	1
159	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
160	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	1
161	0509511		Air Restriction Indicator, Imp/Vel, AXT, Enf MUX	1
162	0657275		Alarm, Low DEF, In Cab, MUX	1
163	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
164	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
165	0551600		Switching, Cab, Rocker MUX, Impel/Velocity, AXT MUX Location, Emerg Sw Pnl - DS and PS Rocker	1
166	0617965		Wiper Control, 2-Speed with Intermittent, Wired to Prk Brk, MUX, Imp/Vel	1
167	0834416		USB, Cab, 4, 12V DC, Dual USB Termination, NFPA1900/ULC USB, Type - USB Combo A & C	1
168	0821236		NFPA 2024 12vdc power from - Battery direct Location - tbd	1
169	0821239		NFPA 2024 12vdc power from - Battery direct Location - tbd	1
170	0821330		Wiring, Spare, 10 A 12V DC Batt Dir 2nd NFPA1900/ULC 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover	1

Line	Option	Type	Option Description	Qty
170			Location - tbd	
171	0821329		Wiring, Spare, 10 A 12V DC Batt Dir 1st NFPA1900/ULC 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location - officer side dash	1
172	0566101		Recess, Dash Panel, Officer Side, Vel/Imp	1
173	0792303		Bracket, Wedge, Information Center, 8 Deg Vel/Imp	1
174	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 System Of Measurement - US Customary	1
175	0734854		Collision Mitigation, Not Requested	1
176	0606248		Vehicle Data Recorder w/CZ Display Seat Belt Monitor, Unique Alarm	1
177	0808297		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless, V2 Location - overhead, location 4	1
178	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio Radio, First Two-Way Make - Motorola High Power Radio, First, Two-Way Model - Motorola APX 7500 HP	1
179	0838064		Headset, Firecom, Wireless, UHW-507 V2 Under Helmet, Radio Transmit, Bluetooth Qty, - 04	4
180	0819255		Location - driver- officer - 2 crew cab seats Hangers For Headsets, NFPA/ULC 2024, Each Qty, - 05	5
181	0698805		Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrdr Fcng Seat, PS Outbrd, Fwrdr Fcng Seat and WIB Position 1 Bracket, Johnny Ray, Heavy Duty Swivel, 14 lb. Rating	1
182	0682830		Location - match job 37910 Antenna Only, GPS, For Standard NMO Mount	1
183	0687904		Location - cab roof above officer Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat Location - Location will be provided at Approval trip One antennae is UHF and one for VHF Qty, - 02	2
184	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714 Camera System Audio - Speaker Near Drivers Knee (VEL/IMP/Dash CF ONLY)	1
185	0814831		Not Required, Camera Switcher	1
186	0674566		Location, Rear Vision Camera Location - center of rear bulkhead, as high as possible	1
187	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Rear	1
188	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT Color, Antenna - Black Antenna Module Housings - Black Housing with Power and Status Ind	1
189	0896456		Prognostics, Electrical System	1
190	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
191	0644383		Batteries, (6) Stryten/Exide Grp 31, 31XPD 1000 CCA each, Threaded Stud	1
192	0008621		Battery System, Single Start, All Custom Chassis	1
193	0123174		Battery Compartment, Imp/Vel	1
194	0816197		Charger, Sngl Sys, Kussmaul, LPC 80, 091-206-12-194C-WT-XX, 80 Amp Color, Kussmaul Cover - b) red	1
195	0814869		Location, Cab, Charger, Behind Driver Seat	1
196	0813919		Panel, Charger Display, Kussmaul, Included w/ Charger	1
197	0815154		Location, Cab, Ind/Remote, Recessed In DS Wire Raceway	1
198	0802450		Inverter, Xantrex Freedom X, 817-1000, Rated @ 750W Location, Inverter Switch - DS Cab	1
199	0811952		Not Required, Indicator/Remote Status	1
200	0824337		Not Required, Location Ind/Remote	1
201	0507624		Shoreline, 30A 120V, Kussmaul Auto Eject, 091-159-30-120, Super Qty, - 01 Color, Kussmaul Cover - b) red	1
202	0026800		Connection, Shoreline - battery charger and all specified receptacles Shoreline Location Location, Shoreline(s) - DS bumper Ext	1

Line	Option	Type	Option Description	Qty
203	0009429		Electric Power Only, Portable Winch Location - at front bumper, and one each side towards the rear Qty, Receptacles - 03	3
204	0594985		Light, Battery "Charging" Indicator, Green Location - DS bumper - next to shoreline	1
205	0647728		Alternator, 430 amp, Delco Remy 55SI	1
206	0766264		Conduit, 2" Flexible	1
207	0766261		Conduit Between Chassis and Body Location 1 - from the batteries Location 2 - to a hatch compartment - the specific compartment to be decided.	1
208	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
209	0736670		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/Enf/Imp/Sab/Vel, Halo Alt Flash Color, Headlight Bez - Chrome Bezel	1
210	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Imp/Vel/AXT/Qtm Color, Lens, LED's - m)match LED's	1
211	0807088		Lights, Directional, Wln 604T* LED Arrow, Recessed 15° Angle Bkt, Back of Cab Color, Lens, LED's - c)clear	1
212	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
213	0604373		Light, Marker End Outline, Rubber Arm, LED Marker Lamp	1
214	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
215	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts Light Guard - Without Guard	1
216	0804519		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw w/Flange Color, Lens, LED's - Clear Color, Trim - Chrome Trim Flash Pattern, Directional Lts - Steady On (Arrow)	1
217	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
218	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd Location - left side	1
219	0656863		Bezels, Wln, (2) M6 Chrome, For Mtg (4) Wln M6 lights, M6FCV4	1
220	0747835	SP	Light, Brake/Tail, TecNiq T10-R*00-1 Brk/Tail, Recessed Location - to be used as a third brake light - please place on the cross tube Qty, - 01 Color, Lens, LED's - Clear	1
221	0681444		Instruction, Order of Tail Lt Instl, Stop, Dir, BU, Warn	1
222	0589905		Alarm, Back-up Warning, PRECO 1040	1
223	0653959		Lights, Perimeter Cab, Truck-Lite 60354C LED 4Dr, Grommet Mt	1
224	0617869		Lights, Perimeter Pump House, Truck-Lite 60354C LED 2lts	1
225	0653942		Lights, Perimeter Body, Truck-Lite 60354C LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied and Directional Light Activated with 10 Sec Del	1
226	0651767		Lights, Perimeter, Truck-Lite 60354C LED Location, Lights - under LS3 and RS3 Qty, - 02	2
227	0896454		Enhanced Software for Perimeter Lts	1
228	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
229	0792512		Light, Roof Mt, HiViz, FT-B-X-72-*-* , Cnt Feature, Mux Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS Color, Lt Housing HiViz - Black Scene Light Optics - Flood/Spot	1
230	0771794		Lights, HiViz FT-MB-2.15-*-* -CPREC 17.5" LED, 2nd, Recessed Location - PS upper cab side Qty, - 01 Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS Color, Lt Housing HiViz - Black Scene Light Optics - combination	1
231	0771795		Lights, HiViz FT-MB-2.15-*-* -CPREC 17.5" LED, 1st, Recessed Location - Ds upper cab-side Qty, - 1	1

Line	Option	Type	Option Description	Qty
231			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS Color, Lt Housing HiViz - Black	
232	0837751	SP	Lights, HiViz FT-B-46-*-* LED, Recessed, Hatch Compartment Location - one each side, centered on hatch area recessed Qty, - 02 Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS Color, Lt Housing HiViz - Black	2
233	0768508		Lights, Hose Bed, Sides, Dual LED Light Strips, Amdor AY-LB-12HW0** Control, Hose Bed Lts - Cup Switch At Rear and Auto Cover Sw	1
234	0768541		Light, Hose Bed, Amdor AY-LB-12HW040, 40" LED Location - on the forward face of the cross tube - facing forward Qty, - 01 Control, Hose Bed Lts - Cup Switch At Rear and Auto Cover Sw	1
235	0645639		Lights, Rear Scene, WIn, PEL*C LED, 45 Deg Flange Location, Lights - match job 37910 Control, Rear Scene Lts - Hosebed Switch	1
236	0733247		Lights, Rear Scene, HiViz FT-GESM*, Surface Mt Location, Lights - rear uppe3r body, one each side Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear Bulkhead SS	2
237	0763248		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas Location - 2 on the rear wall of cargo area 2 on the rear wall of the dunnage area Qty, Cargo Lts - 4	4
238	0060115		152" Medium Custom	1
239	0554271		Body Skirt Height, 20"	1
240	0558020	SP	Tank, Water, 750 Gallon, Poly, Med, New York Style, "L"-Shaped	1
241	0003405		Overflow, 4.00" Water Tank, Poly	1
242	0028104		Foam Cell Required	1
243	0813856		Fill Dome Label, Color Coded, Water/Foam Tank 1 Color, Label, Fill Tower, Water - Blue Water Label(s) Color, Label, Fill Tower, Foam Tank #1 - Green Foam Label(s)	1
244	0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
245	0633066		Sleeve, Through Tank Qty, Sleeve - 3 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	3
246	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
247	0003429		Not Required, Direct Tank Fill	1
248	0003424		Not Required, Dump Valve	1
249	0048710		Not Required, Jet Assist	1
250	0030007		Not Required, Dump Valve Chute	1
251	0514778		Not Required, Switch, Tank Dump Master	1
252	0618241		New York Style Hose Bed Material Trim/Scuffplate - b) S/S, Brushed	1
253	0723545		Unpainted/Dual Action Finished Aluminum Hose Bed, 2G Pumper/Tankers	1
254	0003481		Hose Bed Capacity, Special Capacity, Hose Bed - 1: 200ft of 1.75" DJ 2: 200ft of 1.75" DJ 3: 300ft of 1.75" DJ 4: 800ft of 4" LDH 5: 400ft of 3" DJ 6: 400ft of 2.5" DJ - this will be divided into 200' for preconnect in a poly tray - then a floor above to hold the remaining 200'	1
255	0837611		Divider, Hose Bed, .25" Unpainted, Angled at the Rear, w/Handhold(s) Qty, Hose Bed Dividers - 5 Location, Handhold Cutout - 1 Angled Top of Divider	5
256	0805760		Cover, Hose Bed, Alum Treadplate	1
257	0821433	SP	Hose Restraint, Hose Bed, Vinyl, Rear, Separate From Top, Split 3-Sec, Seat Belt Color, Vinyl Cover - c) black	1

Line	Option	Type	Option Description	Qty
257			location - rear flap Vinyl Flap Weight - Lead Shot Weighted Color, Strap - Orange Release, Seat Belt Buckle - Three Bars Fastener, Rear Restraint, At Split - No Fasteners Fastener, Rear Restraint, Bottom - Seat Belt Buckle (hinged)	
258	0648736		Crosstube, Reinforcement, Above Hose Bed Location - at the rear Material/Finish, Cross Tube - Painted Match Lower	1
259	0010133		Cross-Divider, Hose Bed	1
260	0678132		Track, Recessed, Hose Bed Divider, Additional	1
261	0649038		Notch, Hose Bed Divider(s) Location - between beds 1/2 and 2 and 3. Qty, - 02 Fill in Blank - start 12" from front of divider, angle down 45 degrees until 12" deep, then 24" long, then 45 degrees up. reference job 39017	2
262	0653470		Side Sheet, Special Height Size - same as crew cab	1
263	0695399		Running Boards, 14.75" Deep, Front and Rear 45 Degree Corners	1
264	0681766		Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1
265	0815881		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
266	0889270	SP	Tow Eyes, Below Body and Through Body, 2G Pumper	1
267	0634378		Wrap, Tailboard, Aluminum Channel, 4" Tall, Painted	1
268	0003521		Grip Strut Insert in Tailboard	1
269	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2	2
270	0695614		Tray, Hose, Running Board, Free Floating, Special Capacity, Tapered Both Corners Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2 Capacity, Hose Tray - 50' of 5" hose if possible, otherwise make tray as large as possible	2
271	0895820		Construction, Compt, Alum, 2G Pumper	1
272	0023650		152" Rollup FH Front & Rear FDLER	1
273	0083689		RS 152" Rollup, Full Height/Depth Compts	1
274	0796649		Doors, Rollup, ROM Series IV, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door - ROM Series IV Painted to Match Lower Body Latch, Roll-up Door - Locking, 751, AXT/Qtm/Dash CF/Saber Cabs	6
275	0828561	SP	Rear, Double Door, 23.50" F-F, 25.88" D	1
276	0073910		Doors, Lap w/"D" Handles-Rear Compt	1
277	0808925		Body Modification, 4" Reduced Depth Rear Compt, 50 Gal Fuel Tank/Air Susp,SR22	1
278	0638141		Scuffplate, Ladder Storage Door, Bottom Only, Each Qty, Scuffplates - 01 Material Trim/Scuffplate - c) S/S, Polished	1
279	0045159		Guard, Drip Pan, S/S, L-Shape, Cover Bottom and Rear of Rollup Door Roll Qty, Door Accessory - 06 Location, Door Accessory - each roll up door	6
280	0505888		Keyed Locks for Latches, Lap Doors (#751 Lock) Qty, Door Accessory - 01 Location, Door Accessory - B1	1
281	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07 Location, Compartment Lights - All Body Compts	7
282	0562348		Fasteners, Mechanical, Strip Lighting In Compartments	1
283	0630454		Door(s), Liftup, Single Panel, Rear of Hatch Compt Location, Hatch Compt - Right Side Qty, Hatch Compt - 1 Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Southco C2 Chrome Raised	1
284	0739915		Hatch, (2) Liftup, Pumper Location, Hatch Compt - Left Side Qty, Hatch Compt - 1	1

Line	Option	Type	Option Description	Qty
284			Trim, Body/Hatch Compt Seam, Horizontal - Painted Formed - Match Lower Hatch Compt, Width - 14" Latch, Hatch Compt - D-Handle Latch Matting, Floor, Hatch Compt - Rubber Matting	
285	0732757		Hatch, (2) Liftup, Pumper, 2nd Location, Hatch Compt - Right Side Trim, Body/Hatch Compt Seam, Horizontal - Painted Formed - Match Lower Hatch Compt, Width - 28" Latch, Hatch Compt - D-Handle Latch Matting, Floor, Hatch Compt - Rubber Matting	1
286	0730092		Not Required	1
287	0733219		Lights, Hatch Compt, 42", LED, Light Strips, 2-Sides 4 Dr	1
288	0687135		Shelf Tracks, Unpainted Qty, Shelf Track - 07 Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1	7
289	0600350		500 lb Adjustable Shelf Qty, Shelf - 09 Material Finish, Shelf - DA Finish Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Centered, RS3-Centered, RS3-Lower Third, RS3-Upper Third, RS1-Upper Third, LS3-Centered, LS3-Upper Third and LS1-Upper Third	9
290	0559456		Tray, 500 lb Slide-out, 2" Sides - Adj. Height, Full Width Location - LS3 lower third Qty, Tray (slide-out) - 01 Material Finish, Tray - DA Finish	1
291	0617248		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3 Slides, 2G Qty, - 04 Material - DA finish Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and LS3	4
292	0540317		Toolboard, Swing-out, Alum, .188", Peg Board Qty - 2 Location, Pivot - Front Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Brushed Finish Location, Toolboard - LS2 - Full Height/Width and RS2 - Full Height/Width	2
293	0726441		Partition, Trans Rear Compt Qty, Partition - 02 Location, Partition - c) both sides Material Finish, Partition - DA Finish	2
294	0635915		Mounting Plate, 3/16" Alum Location - LS1, LS2, RS1, RS2 Qty, - 04 Finish - Brushed Dimensions - entire upper back wall	4
295	0614922		Dura Surf, Additional, Location Location - Bottom of the ground ladder tunnel and the in bottom of the Little Giant ladder compartment. Qty, Comp. Accessory - 02	2
296	0740136	SP	Wire Cover, Body Compartment, DA Finish Location - tbd Qty, Comp. Accessory - 04	4
297	0823392	SP	Wire Cover, Smooth Aluminum, Body Hatch Compartment Location - tbd Qty, - 02	2
298	0636670		Tube, Storage, Aluminum Location - under the hosebed Qty, - 01 Size - tbd Fill in Blank - tbd	1
299	0804019	SP	Tube, Storage, Bottom of Hose Bed Cover, Aluminum Location - tbd	2

Line	Option	Type	Option Description	Qty
299			Qty, - 02 Size - tbd Fill in Blank - one broom and one shovel	
300	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
301	0784810		Fender Crowns, Rear, Stainless, Wider Than Standard, w/Removable Liner Material Finish, Fender Liner - Painted Aluminum Black 101	1
302	0519849		Not Required, Hose, Hard Suction	1
303	0621021		Handrails, Side Pump Panels, Per Print, Hansen Knurled Alum Tubing, LED Backlit Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
304	0786434	SP	Handrails, Beavertail, Hansen Tubing, Knurled Aluminum, LED Backlit, LS Only Switch, Handrail Light Control - With Cab Hand Rail Controls Color, Light, Hansen Handrail - Red	1
305	0795985		Handrails, Rear, (2) Below Hose Bed, Hansen, Knurled Aluminum LED Backlit Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
306	0614589		Handrail, Extra - 10" Long, Hansen Tubing, Knurled Aluminum LED Backlit Location, Handrails - left side of hose bed cargo area Qty, Handrails - 01 Switch, Handrail Light Control - PP Switch Color, Light, Hansen Handrail - Red	1
307	0740921	SP	Handrail, Extra - 8" Long, Hansen Tubing, Knurled Aluminum LED Backlit Location, Handrails - PS outboard on rear wall Qty, Handrails - 01 Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
308	0749505	SP	Handrail, Extra - 5" Long Location, Handrails - PS cargo side sheet rear of the reel cutout Qty, Handrails - 01	1
309	0609286		Handrail, Extra - 15-20" Long, Hansen Tubing, Knurled Aluminum LED Backlit Location, Handrails - on the PS light shield Qty, Handrails - 01 Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
310	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 1 Door Finish, Fender Compt - Painted Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Dura-Surf Lining	1
311	0785451		Compt, Extinguisher Fender Panel, 9.00" Square, Common Fuel Fill Triangular Door Qty, - 01 Door Finish, Fender Compt - Painted Location, Fender Compt - Single - LS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Dura-Surf Lining	1
312	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
313	0635956		Ladder, 14' Duo-Safety 775-DR Roof Qty, - 01	1
314	0896049	SP	Rack, Ladders, RS Full Depth Body, Door/Latch Features Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door, Storage - Southco C2 Chrome Raised, Pair	1
315	0763230	SP	Trough, Ladder, (1), Horizontal, Hatch Compt, Door Location, driver's/passenger's/center - Right Side Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - Southco C2 Chrome Raised Hinge Location - Top Ladder, Make/Model/Length - model 17	1
316	0733387		Ladder, 10' Duo-Safety Folding 585A	1
317	0781700		Ladder, Little Giant, Velocity - Model 17, 15417-001 Location - rear of PS hatch compartment	1
318	0725311		Compt w/Door, Ladder Storage, Over Pump Door, Material & Finish, Storage - Aluminum Treadplate	1

Line	Option	Type	Option Description	Qty
318			Latch, Door, Storage - "D" Handle Latch Hinge Location - Forward Ladder, Make/Model - Little Giant Classic Model 17 Location, BB/Stokes/Long Tool Storage Over Pump - Forward, Cargo Area Access, Backboard/Stokes/Long Tool Compt - Both Configuration, BB/Stokes/LG - Vertical	
319	0742771		Pike Pole, 12' Fire Hooks Unlimited, Fiberglass, APH-12, w/Pry End Qty, Pike Poles - 1	1
320	0764825		Trash Hook, 6' Fire Hooks Unlimited, Fiberglass, TRH-6, D Handle, Turn 90 Deg Location - RS ladder storage Qty, Pike Poles - 1	1
321	0763088	SP	Trash Hook, 8' Fire Hooks Unlimited, Fiberglass, TRH-8, w/D Handle, Turn 90 Deg Location - D handle trough on RS ladder storage Qty, Pike Poles - 1	1
322	0636805		Pike Pole, 10' Fire Hooks Unlimited, New York Roof Hook, Steel, RH-10, Pry End Qty, - 01	1
323	0760175		Tube, Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage Qty, Pike Poles - 1 Location, Left Side, Right Side - Right Side Width, Notch, Pike Pole Tube - .75", Standard Notch	1
324	0685804		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Ram Knob End, RH-6 Qty, - 01	1
325	0709016	SP	Enclosed S/S Trough for D-Handled Trash Hook, Qty Location - RS ladder storage okay with increase height Qty, - 02	2
326	0058193		Tubes, Alum, Pike Pole Storage, Spcl Notch, NY PP Head Location - ladder storage Qty, Pike Pole Tubes - 02	2
327	0769033		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Signature 4 Location, Steps - Full Height Left and Right Side w/LED Light	1
328	0592994		Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - black	1
329	0586899		Step, Cargo Area, Ea. Qty, - 01 Fill in Blank - LS rear corner	1
330	0007545		45" Control Zone Side Mount	1
331	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
332	0049444		Notch Cargo Compt Side Sheet w/ Rollers, Right Side	1
333	0763199	SP	Guard, Aluminum 4-way, Exposed Deluge Linkage, in Cargo Area	1
334	0045679		Raise Side Sheet Above Pump House	1
335	0004435		2000 GPM CSU Waterous	1
336	0004481		Seal, Grafoil, Waterous	1
337	0816447		Trans, Pump, Waterous C22 Series	1
338	0635600		Pumping Mode, Stationary Only	1
339	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
340	0003148		Transmission Lock-up, EVS	1
341	0004547		Auxiliary Cooling System	1
342	0014486		Not Required, Transfer Valve, Single Stage Pump	1
343	0746501		Valve, Relief Intake, Elkhart Qty - 1 Pressure Setting - 125 psig	1
344	0826104		Intake Relief Valve Control - Behind Left Side Pump Panel Controller, Pressure, FRC, Pump Boss Max, PBA500 Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - Pressure Setting Pressure Governor Std/Metric - Standard psi readouts Pressure Governor Transducer - Single 600 PSI Pressure Governor Alarm - NOT BE an additional alarm provided	1
345	0072153		Primer, Trident, Air Prime, Air Operated	1
346	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
347	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
348	0795135		Plumbing, Stainless Steel, w/Foam System	1

Line	Option	Type	Option Description	Qty
349	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
350	0014650		Pump Suction Tube(s), Short, All	1
351	0615560		Valve, Waterous Monarch w/Relief, RS Side Inlet, 6", Waterous Electric Control	1
352	0615562		Valve, Waterous Monarch w/Relief, LS Side Inlet, 6", Waterous Electric Control	1
353	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
354	0651568		Valves, Akron 8900 series- All	1
355	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
356	0004700		Control, Inlet, at Valve	1
357	0024666		Inlet, Left Side, 2.50," w/3.00" Plumbing	1
358	0024681		Inlet, Right Side, 2.50", w/3.00" Plumbing	1
359	0738506	SP	Anode, Zinc, (4), All Inlets, Plano	1
360	0594209		Elbow, Side Inlet, 6" FNST x 4" Storz w/Cap	2
			Qty, Adapter for Inlet - 2	
361	0092569		No Rear Inlet (Large Dia) Requested	1
362	0064116		No Rear Inlet Actuation Required	1
363	0092696		Not Required, Cap, Rear Inlet	1
364	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
365	0092568		No Rear Auxiliary Inlet Requested	1
366	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
367	0024751		Tank to Pump, (1) 3.50" Valve, 3.00" Plumbing, Waterous Valve	1
368	0004905		Outlet, Tank Fill, 1.50"	1
369	0820189		Control, Outlets, Manual, Pierce HW if applicable	1
370	0025045		Not Required, Outlet, Left Side	1
371	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
372	0092570		Not Required, Outlets, Left Side Additional	1
373	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
374	0723614		Outlet (1), Right Side, 2.50", ISA	1
375	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
376	0779609	SP	Outlet, Right Side, 4" w/ 4" Akron Valve, Handwheel (added)	1
377	0594382		Elbow, Right Side Outlets, 30 Degree, 4.00" FNST x 4.00" Storz, Additional	1
			Qty, Discharges - 01	
378	0029137		Not Required, Outlet, Large Diameter	1
379	0007308		Not Required, Elbow, Large Diameter Outlet	1
380	0607659		Outlet, Front, 1.50" w/2" Plumbing, Under Slung Bumper	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in right bumper tray	
381	0004995		Outlet, Rear, 2.50"	4
			Qty, Discharges - 04	
			Location, Outlet - h) two LS and two RS	
382	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
383	0044930		Outlet, Rear, 2.50", Additional	1
			Location - This is a 5th outlet to be located with the other two on the driver's side	
			Qty, Discharges - 01	
384	0076593		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH, Additional	1
385	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
386	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
387	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
388	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	3
			Qty, Adapter for Outlets - 03	
			Location, Adapter(s) - LS rear discharges and one right side discharge	
389	0820289		Outlet, 3.00" Deluge w/Additional Valve at Outlet	1
390	0095958		Deluge Outlet, Special Height/Location	1
			Fill in Blank - offset towards the DS to make room for the booster reel	
391	0563671		Monitor, Akron 3431 Hi-Riser- No Ground Base	1
			Monitor Finish - Painted by OEM	
392	0501504		Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog	1
393	0026604		Deluge Mount, Bolt Flange, Reinforced for Hi-Riser/DeckMaster	1
394	0723726		Speedlay Module Not Required	1
395	0722432		Hose Restraint Not Required, No Speedlay Module	1

Line	Option	Type	Option Description	Qty
396	0723395		Speedlays, Not Required	1
397	0723394		Speedlays, Not Required	1
398	0029167		(2+) 1.50" Standard Capacity Crosslays Qty, Crosslays - 2	2
399	0029196		No Crosslay	1
400	0591145		Hose Restraint, Crosslay/Deadlay, Top/Ends, Elastic Netting Qty, - 02	2
401	0029260		No Speedlays	1
402	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
403	0015216		Reel, Booster, Aluminum - Over Pump, Right Side	1
404	0011060		Switch, Reel Rewind - One at Pump Panel	1
405	0562851		Hose, Booster - 200' of 1.00" Niedner ReelTex Hose	1
406	0005245		Capacity, Hose Reel, Special Capacity, Reel - 200' of 1" hose	1
407	0007074		Nozzle, Elkhart S-200 1.00"	1
408	0674725		Blowout, Hose Reel - Quarter Turn Valve at Panel	1
409	0515688		Gauge, Hose Reel, (Match Panel Gauges) Location - pump panel Qty, - 1	1
410	0836582		Husky 3 Single Agent Discharge, Foam Locations - Front Bumper Center, Hose Reel in Dunnage Right Side, Crosslay Front and Crosslay Rear	1
411	0012126		Not Required, CAF Compressor	1
412	0592527		Refill, Foam Tank, Integral, Husky 3	1
413	0031896		Demonstration, Foam System, Dealer Provided	1
414	0022539		Foam Cell, 20 Gallon, Reduce Water Type of Foam - Class "A"	1
415	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
416	0091079		Not Required, Foam Tank #2	1
417	0091112		Not Required, Foam Tank #2 Drain	1
418	0738111		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags, FLEET Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 39017	1
419	0032479		Pump Panel Configuration, Control Zone	1
420	0629224		Material, Pump Panels, Side Control Black UL-LX Material Finish, Pump Panel, Side Control - Black UL-LX Material, Pump Panel, Side Control - Aluminum	1
421	0721765		Panel, Pump Access - Right Side Only, Side Control Latch, Pump Panel Access, Side Mount - Swell Latch, Black	1
422	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White Qty, - 01	1
423	0586382		Gauges, Engine, Included With Pressure Controller	1
424	0005601		Throttle, Engine, Incl'd w/Press Controller	1
425	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
426	0549333		Indicators, Engine, Included with Pressure Controller	1
427	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
428	0837391	SP	Control, Air Horn At Pmp Pnl, Red Button, No Interlock	1
429	0066121		Drains, LS, Keep Area Under Main Inlet Clear	1
430	0512635		Control, Handwheel, Large, Booted U-joints Location - LDH and deluge Qty, Gauges/Disc. - 02	2
431	0723480		Tag, Special Wording, Foam/Water Tank Capacity Location - above the DS pump panel Qty, - 02 Fill in Blank - water tank capacity (blue tap), foam tank capacity (green tag)	2
432	0763688		Garnish Ring(s), Color Coded, Painted, Location Location - rear discharges Qty, - 04 Fill in Blank - match pump panel colors	4
433	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
434	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
435	0757359		Gauge, Water Level, Class 1, Pierce Std, Remote Module Driver Activation, Water Level G - pg) pump in gear	1

Line	Option	Type	Option Description	Qty
436	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level Qty, - 02 Activation, Water Level G - pg) pump in gear Location, Water Level Gauge, Multi-Select - Each Side Custom Cab Color, Trim - Black Trim	2
437	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
438	0682503		Light Shield/Step 8", LED, P25 LED Stp Lt	1
439	0685481	SP	Light Shield/Step 8", PS, WIn 01-066D068-00 LED 4lts, P25 LED Stp Lts	1
440	0887754		Air Horns, (2) Hadley, Rectangular Bell, Through Underslung Bumper Flange	1
441	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
442	0757092		Control, Air Horn, Multi Select	1
443	0740483		Control, Air Horn, Ft Sw, LS Prk Brk Interlocked	1
444	0731520		Control, Air Horn, Lanyard, RS, Cntl Int Fet Lanyard - Ball Chains, Black Plastic Tubing Control, Interlocks - Prk Brk Released	1
445	0016056		Valve, Air Horn Shutoff	1
446	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
447	0510206		Location, Elect Siren, Recessed Overhead In Console Location, Elec Siren - Overhead, DS Center Sw Pnl	1
448	0076156		Control, Elec Siren, Head Only	1
449	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1
450	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
451	0895310		Siren, Federal Q2B Finish, Q2B Siren - Chrome	1
452	0630659		Siren, Mechanical, Mounted Above Deckplate, Under Slung Bumper Location, Siren, Mech - a) Left	1
453	0748305		Control, Mech Siren, Multi Select	1
454	0748279		Control Mech Siren, Push Button Sw, RS	1
455	0748282		Control Mech Siren, Ft Sw LS	1
456	0731683		Sw, Siren Brake, Mom Rocker, Red Outline, Lower Sw Pnl, Mux	1
457	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
458	0002623		Cut-Out, Mech Siren, Interlock to Prk Brk	1
459	0746353		Not Required, Warning Lights Intensity	1
460	0790240		Lightbar, WIn, Freedom IV-Q, 81", RRRRBRBWRRWBRBRRRR Filter, Whl Freedom Ltbrs - No Filters	1
461	0898734		Light, Front Zone, WIn M6** M6** M6** M6** Q Bzl Color, Lens, LED's - Clear Color, Lt DS Frnt Outside - Left Red Color, Lt PS Frnt Outside - Right Blue Color, Lt DS Front Inside - Left Blue Color, Lt PS Front Inside - Right Red Color, Q Bezel and Trim - Polished Chrome	1
462	0757440		Light, Front, Roto Ray 4000W, PAR46 LED, 2-R, 1-W, Hidden Mt Top Section Grl	1
463	0653937		Flasher, Headlight Alternating Headlt flash deactivation - a)w/high beam	1
464	0540679		Lights, Side Zone Lower, WIn M6*C LED, Clear Lens 2pr Location, Lights Front Side - b)each side bumper Color, Lt Side Front - Red Color, Lt Side Rear - Red Location, Lights Rear Side - Over Rear Wheels	1
465	0896616		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light Control, Door Int Flash - Park Brake Location, Light, Door Int Flash - Over Window	1
466	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
467	0734473	SP	Lights, Door Interior Flash, Cab Compt, Weldon 8401-0000-20 LED, Strip Lt Location - EMS cabinet exterior doors - light mounted to the upper inside of the door - HOWEVER please mount them as far to the outer edge of the door as possible - pattern to go from inside to out Qty, - 02	2
468	0612619		Lights, Side Rf, WIn M6* LED, Paint Brkt, Custom C/C, SYNC 6lts Location, Light Bar - c) over the crew cab EMS doors Control, Light - b) side warning	1

Line	Option	Type	Option Description	Qty
468			Color, Lens, LED's - c)clear Color, Lt Side Front - Red Color, Lt Side Middle - Blue Color, Lt Side Rear - Red	
469	0632501		Lights, Side, Wln 6RB** LED, Chrome Flange 1st Location, Lights - two lights each side. front light to be located on the side of the front bumper extension - and just rearward of the red front light in the 45 degree of the bumper . The second light over the rear wheel and just forward of the red light. same as #37910 Qty, - 04 Color, Lights, Warning - a) white Control, Light - b) side warning Color, Lens, LED's - c)clear	4
470	0889419		Lights, Side, Wln WIONSM** LED, Trim Fet, Rec Rub Rail 1st Location, Lights - 2 each side under LS 1 and 3 and RS 1and 3 Qty, - 04 Color, Lights, Warning - Blue Control, Light - b) side warning Color, Trim - Chrome Trim	4
471	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
472	0750350		Lights, Rear, Wln M6# LED, Split Color, Clear Lens 1st Location - below the three tail lights - one each side Qty, - 02 Control, Light - c) rear lower warning Color, Lt Rear Splt - Red out Blue in Color, Trim - Chrome Trim	2
473	0893473		Lights, Rear, Wln 6RB** LED, Features 2nd Location - above the stop/turn/reverse lights Color, Light - f) blue Qty, - 02 Control, Light - c) rear lower warning Color, Lens, LED's - c)clear Color, Trim - Chrome Trim	2
474	0607451		Lights, Rear/Side Up Zone, Wln M9# LED, Split Clr 4lts Color, Lt DS Rear Splt - a) Red and Blue Color, Lt PS Rear Splt - a) Red and Blue Color, Lt DS Side Splt - Red Forward, Blue to the rear Color, Lt PS Side Splt - Red Forward, Blue to the Rear	1
475	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
476	0026813		No Hose Bed Warn Lts Brkts Required, Lts On Hatch Compts, Pumper	1
477	0837740	SP	Light, Traffic Directing, SOS, mPwr SIL, Arrow Sys, RAW Tri-Color LED,24 lts Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS and Cup Switch at Rear	1
478	0529908		Location, TDL, Over Hose Bed, Cross Tube (Included), Treadplate Box	1
479	0529654		Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1
480	0783270		Circuit Breaker Panel, Sub Feed, Cutler Hammer, Shoreline to Gen Transfer Sw Location, CB Panel - to be determined	1
481	0772965		Light Twr, W-B Chf NS2.3-600 WHL, 4-PFH2, 12VDC Lts Cld 7.5' Color, Tower, Wlb - White Paint	1
482	0664471		Location, Light Tower, Cargo Area	1
483	0617750		Controller, Lt Twr, W-B, Wired Hndhld, E-STOP Chf, Chf Pr, Pow Pr	1
484	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1
485	0006825		Reel, Elect Cable, Hannay, 1600, (3) Wire Qty, Cord Reels - 1 Reel Guide - b) Captive roller Finish, Reel - Painted Hannay Graphite Location, Electric Cord Reel - PS Hatch Cmpt Above P3	1
486	0006827		Cord, Electric, 12/3 Yellow, 3 Wire Lengths of Elect Cord - 1 Feet of Yellow Cord - e)200 Connection, Cord - Hubbell 20A 120V Twst Lock	1
487	0788933		Box, Junc, Akron, 3Wire, 2-15/20A 120V Dup SB, 2-20A 120V TL Qty, - 01	1

Line	Option	Type	Option Description	Qty
487			Connection, Electric Plug / Inlet (Male) - Pigtail, 20A, 120V TL	
488	0610696		Reel, Feed Through Floor of Hatch Compartment	1
			Qty, - 1	
489	0006824		Holder, Junction Box, Tread Plate Aluminum	1
			Qty, - 1	
			Location, Junction Box Holder - tbd	
490	0086668		Switch, Stirrup	1
			Qty, - 1	
491	0828436		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 3.6A 5V USB, Interior Cab	2
			Qty, - 02	
			Location 1 - tbd	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
			Color, Electric Receptacles - White Receptacle	
492	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	4
			Qty, - 04	
			Location 1 - tbd	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
493	0519934		Not Required, Brand, Hydraulic Tool System	1
494	0649753		Not Required, PTO Driven Hydraulic Tool System	1
495	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
496	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
497	0519913		Not Required, Soft Suction Hose	1
498	0027023		No Strainer Required	1
499	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
500	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
501	0816998		Axe, Flathead, Provided by Fire Department	1
502	0817000		Axe, Pickhead, Provided by Fire Department	1
503	0741569		Paint Process / Environmental Requirements, Appleton	1
504	0709846		Two-Tone Custom Cab	1
			Paint Color, Upper Area, Predefined - #101 Black	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - #90 Red	
			Paint Break, Cab - Standard Two-Tone Cab Break	
505	0709833		Paint, Two-Tone Color, Body	1
			Paint Break, Body - Body Seam/Catwalk	
			Paint, Lower Body - Match Cab Lower	
			Paint, Upper Body - Match Cab Upper	
506	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Upper Job Color	
507	0693797		No Paint Required, Aluminum Front Wheels	1
508	0693792		No Paint Required, Aluminum Rear Wheels	1
509	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
510	0581434		Transit Coating, Carwell, Corrosion Protection, Including Underside	1
511	0007234		Compartment, Unpainted, D/A Finished	1
512	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - e) black	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - za) black	
513	0510041		Reflective across Cab Face, Imp/Vel	1
514	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
515	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
516	0805739		Stripe, Diamond Grade, Chevron, EMS Exterior Doors, Interior	2
			Qty, - 02	
			Size, Chevron Striping - 04	
			Color, Chevron DG - Red 983-72	
			Color, Chevron DG - B - Fluorescent Yellow-Green 983-23	

Line	Option	Type	Option Description	Qty
517	0667301		Stripe, Reflective, Body Compt Door Edge, Diamond Grade Location - inside EMS cab doors Color, Reflect Band - A - p) fluorescent yellow green diamond grade Qty, - 02	2
518	0545179		Stripe, Diamond Grade, Chevron, Front Bumper Size, Chevron Striping - 06 Color, Chevron DG - Fluorescent Yellow-Green 983-23 Color, Chevron DG - B - Red 983-72	1
519	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade Color, Reflect Band - A - o) fluorescent yellow diamond grade Size, Chevron Striping - 04 Color, Reflect Chev - A - r) red diamond grade	1
520	0027372		Lettering Specifications, (GOLD STAR Process)	1
521	0685682		Lettering, Printed Effect Gold Leaf, 4.00", (1-20) Outline, Lettering - Outline and Shade	1
522	0685538		Lettering, Printed Effect Gold Leaf, 9.00", (21-40) Outline, Lettering - Outline and Shade	1
523	0685558		Lettering, Printed Effect Gold Leaf, 5.00", (21-40) Outline, Lettering - Outline and Shade	1
524	0686030		Lettering, Reflective, 4.00", (1-20) Outline, Lettering - No Outline or Shade	1
525	0685604		Lettering, Printed Effect Gold Leaf, 3.00", (1-20) Outline, Lettering - Outline and Shade	1
526	0655896		Sign Kit, Painted, Holder and Insert, Each Location - to be located and same colors as used on job 37910 Qty, - 04 Size - 6" x 14"	4
527	0726273	SP	Emblem, Maltese Cross, Reflective, 40" -46", Each Qty, - 02 Location, Emblem - LS1 and RS1	2
528	0684183		Emblem, Maltese Cross, Reflective, 18"-20", Pair Qty, - 01 Location, Emblem - cab doors	1
529	0683720		Emblem, Maltese Cross, Reflective, 24"-26", Each Qty, - 01 Location, Emblem - B1	1
530	0769765		Lettering, Numerals, Grille, Painted w/ Outline (2)	1
531	0652945		E-Coat, Under Body/Chassis Component Package Paint Color, E-Coat - 90 red	1
532	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
533	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
534	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom, English	1
535	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
536	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
537	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
538	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
539	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
540	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
541	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
542	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
543	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
544	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
545	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
546	0695416		Warranty, Pierce Camera System, WA0188	1
547	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
548	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
549	0685945		Warranty, Transmission Cooler, WA0216	1
550	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
551	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
552	0681118		Warranty, ROM, Roll-up Door, 7 Year, WA0206	1
553	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1

Line	Option	Type	Option Description	Qty
554	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
555	0657990		Warranty, Foam System, Husky 3, WA0231	1
556	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
557	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
558	0819254		Certification, Vehicle Stability, CD0196	1
559	0808574		Certification, Engine Installation, VEL, Paccar MX, 2027	1
560	0686786		Certification, Power Steering, CD0098	1
561	0892701		Certification, Cab Integrity, Impel/Velociry FR, CD0190	1
562	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
563	0548967		Certification, Windshield Wiper Durability, Impel/Velociry, CD0005	1
564	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
565	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
566	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
567	0545073		Amp Draw Report, NFPA Current Edition	1
568	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
569	0799248		Appleton/Florida BTO	1
570	0000018		PUMPER, 2ND GEN	1
571	0000012		PIERCE CHASSIS	1
572	0735525		PACCAR MX13 ENGINE	1
573	0046396		EVS 4000 Series TRANSMISSION	1
574	0020011		WATEROUS PUMP	1
575	0020009		POLY TANK	1
576	0028048		FOAM SYSTEM	1
577	0020006		SIDE CONTROL	1
578	0020007		AKRON VALVES	1
579	0020015		ABS SYSTEM	1
580	0658751		PUMPER BASE	1



EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1102 Dated November 18, 2025.



ILLINOIS INDIANA MINNESOTA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

November 18, 2025

Battalion Chief Kyle Longinette
City of Saint Charles
3201 Boschertown Road
Saint Charles, MO 63301

Subject: **Proposal for Two (2) Pierce Velocity Pumps
Proposal / Bid 1102**

Dear Battalion Chief Longinette,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price – **\$2,781,502.00*** - \$1,390,751.00 Each
***Sourcewell Consortium Pricing, Member ID 25812.**

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Saint Charles, MO

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

Delivery* – 47 - 50 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*



ILLINOIS INDIANA MINNESOTA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 913-220-3251 or dan.mcdonnell@macqueengroup.com.

We wish to thank the City of Saint Charles for the opportunity to submit our proposal.

Respectfully,

Dan McDonnell

Dan McDonnell
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

Certificate Of Completion

Envelope Id: D344D92F-BDE6-4370-B2D3-AB0A17DC0C21

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing-SCFD-MacQueen-Purchase Agreement

Source Envelope:

Document Pages: 31

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 5

Haley Dolezal

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

haley.dolezal@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Haley Dolezal

Location: DocuSign

12/4/2025 10:50:30 AM

haley.dolezal@stcharlescitymo.gov

Signer Events

Signature

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Haley Dolezal

Completed

Sent: 12/4/2025 11:07:40 AM

haley.dolezal@stcharlescitymo.gov

Viewed: 12/4/2025 11:07:54 AM

Contract Administrative Associate

Signed: 12/4/2025 11:09:47 AM

City of Saint Charles, MO

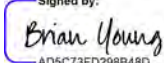
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Brian Young

Signed by:

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Sent: 12/4/2025 11:09:50 AM

brian.young@macqueengroup.com

Viewed: 12/4/2025 11:44:49 AM

Senior Director of Sales

Signed: 12/4/2025 11:46:59 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address:

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/1/2025 2:20:17 PM

ID: db501a3f-0e8d-44c7-9396-426ba4ef79db

Joe Gragnani

Signed by:

BF09690698BF4C2...

Sent: 12/4/2025 11:47:01 AM

joe.gragnani@stcharlescitymo.gov

Viewed: 12/4/2025 12:27:26 PM

Deputy Fire Chief

Signed: 12/4/2025 12:27:34 PM

City of Saint Charles MO

Signature Adoption: Pre-selected Style

Using IP Address: 97.88.119.22


Security Level: Email, Account Authentication (None)

Signed using mobile

Electronic Record and Signature Disclosure:

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Brijette Struyk

Initial


Sent: 12/4/2025 12:27:36 PM

brijette.struyk@stcharlescitymo.gov

Viewed: 12/5/2025 9:17:50 AM

Senior Financial Analyst - Fire

Signed: 12/5/2025 9:18:05 AM

Signing Group: Senior Financial Analysts

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 97.91.213.67

Electronic Record and Signature Disclosure:

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

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


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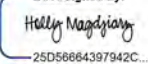
Mary Ann Ohms
maryann.ohms@stcharlescitymo.gov
City of Saint Charles, MO
Security Level: Email, Account Authentication
(None)

DS

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

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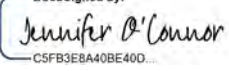
Holly Magdziarz
holly.magdziarz@stcharlescitymo.gov
City Attorney
City of Saint Charles, MO
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication
(None)

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Signature Adoption: Uploaded Signature Image
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Signed: 12/8/2025 1:33:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

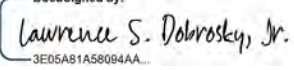
Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Viewed: 12/8/2025 1:43:36 PM
Signed: 12/8/2025 1:44:42 PM

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)

DocuSigned by:

3E05A81A58094AA...
Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

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Signed: 12/8/2025 2:50:55 PM

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: 12/8/2025 2:50:58 PM
Viewed: 12/8/2025 5:49:14 PM

Signer Events	Signature	Timestamp
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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

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/8/2025 1:44:45 PM
Viewed: 12/8/2025 1:48:02 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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	12/4/2025 11:07:40 AM
Envelope Updated	Security Checked	12/4/2025 11:09:08 AM

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

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact SHI OBO City of St Charles:

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

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

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

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

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

To request paper copies from SHI OBO City of St Charles

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

To withdraw your consent with SHI OBO City of St Charles

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Finance	Department Contact:	Jennifer O'Connor
Vendor Name & NWS#:	Arthur J Gallagher Risk Management Services Inc #450		
Description/Purpose:	Authorizing binding coverage to place various lines of insurance coverage for the City for the time period 1/1/2026-1/1/2027		
Account #:	601-199-199-752101- (\$1,437,201.00) 601-199-199-752102- (\$231,253.00)		
Project #:	N/A		
Amount of this Routing:	\$ 1,668,454.00	Requisition #:	TBE 2026
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	1/1/2026-1/1/2027	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 1,668,454.00		

DS
MLO

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Jennifer O'Connor	Signature: <small>DocuSigned by:</small> <i>Jennifer O'Connor</i> <small>COF83E6A40BE40D...</small>	12/9/2025
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ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 12/9/2025 <small>CA2B387B773142A...</small>
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 12/9/2025 <small>25D50864387942C...</small>
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 12/9/2025 <small>CF83E6A40BE40D...</small>
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 12/10/2025 <small>3E05A81A58094AA...</small>
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 12/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): N/A

Description:

AUTHORIZING BINDING COVERAGE WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. TO PLACE VARIOUS LINES OF COVERAGE FOR THE CITY NOT TO EXCEED \$1,668,454.00 FOR THE TIME PERIOD JANUARY 1, 2026 TO JANUARY 1, 2027.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The attached insurance programs, with the services to be provided by Arthur J. Gallagher are proposed for the policy period beginning 1/1/2026. The proposed policies reflect a 0.5% increase from our current year rates, with a reduction to the City's wind/hail deductibles provided under the Property Insurance.

All coverage will be bound by, and payable to, Arthur J. Gallagher Risk Management Services, Inc.

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

Fiscal Impact: 1,668,454.00

Requisition #: TBE 2026

Account #: 601-199-199-752101- (\$1,437,201.00)
601-199-199-752102- (\$231,253.00)

Project #: N/A

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

City of St. Charles

January 1, 2026 Property and Casualty Insurance Renewal Summary

Line of Coverage	Current Carrier	2025 Premiums	Recommended Carrier	2026 Estimated Premium	\$ difference	% difference	Any Comments
Property	Affiliated FM	\$ 737,166	Affiliated FM	\$787,455	\$50,289	6.8%	AFM is offering a \$300,000,000 limit, per expiring, with a 3% rate decrease. However, their wind/hail deductible remains at 5%. Several flood deductibles have increased to \$500k as per the carrier's requirement for 100-year exposed locations. The supply chain limit related to the Ameristar remains at
Property	GovPro	\$ -	GovPro	\$674,429	\$674,429	0.0%	GovPro's wind/hail deductible is just 2% which reduces the City's exposure significantly. Their supply chain limit is less than AFM at \$2m. The premium shown is annualized for comparison purposes, but the pro-rated premium to be billed with this renewal will be \$334,443 (1/1/26-7/1/26).
Fine Arts	XL Group	\$ 2,500	XL Group	2,500	\$0	0.0%	
Crime	Travelers	\$ 4,399	Travelers	4,399	\$0	0.0%	Entering the 2nd year of a 3-year term. Expires 1/1/2028
General Liability Automobile Liability Public Officials Liability Law Enforcement Liability	Safety National Safety National Safety National Safety National	\$ 615,405	Safety National Safety National Safety National Safety National	673,533 Included Included Included	\$58,128	9.4%	The public entity liability marketplace is up and consequently this is a good result even though the premium is up 9.4%.
Excess Work Comp	Safety National	\$ 213,226	Safety National	222,928	\$9,702	4.6%	Payrolls are up from \$48,670,570 to \$50,885,080 which accounts for the premium increase. The rate is flat.
Work Comp Bond	Safety National	\$ 8,325	Safety National	8,325	\$0	0.0%	
Ambulance Professional Liability	Lloyds of London	\$ 45,000	Lloyds of London	48,000	\$3,000	6.7%	
Cyber	Crum & Forster	\$ 34,463	Crum & Forster	34,340	(\$123)	-0.4%	Optional \$2m quote offered for \$47,700
		\$ 1,660,484		\$1,668,454	\$7,970	0.5%	Totals are using the GovPro property proposal.

Certificate Of Completion

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Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing - AJ Gallagher Authorization to Bind Coverage

Source Envelope:

Document Pages: 3

Signatures: 5

Envelope Originator:

Certificate Pages: 3

Initials: 5

Willie Hantack

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

William.Hantack@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Willie Hantack

Location: DocuSign

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William.Hantack@stcharlescitymo.gov

Signer Events

Signature

Timestamp

Jennifer O'Connor

jennifer.oconnor@stcharlescitymo.gov

Director of Finance

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Sent: 12/8/2025 5:30:05 PM

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Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS

Sent: 12/9/2025 7:51:15 AM

Viewed: 12/9/2025 8:10:41 AM

Signed: 12/9/2025 8:10:48 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

CA2B397B73142A...

Sent: 12/9/2025 8:10:50 AM

Viewed: 12/9/2025 8:50:07 AM

Signed: 12/9/2025 8:51:28 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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)

DS

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Viewed: 12/9/2025 9:30:18 AM

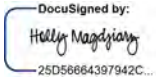
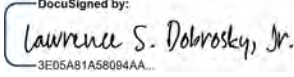
Signed: 12/9/2025 9:31:38 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>DocuSigned by: Holly Magdziarz -25D56664397942C...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195</p>	<p>Sent: 12/9/2025 9:31:40 AM Viewed: 12/9/2025 12:01:40 PM Signed: 12/9/2025 12:03:23 PM</p>
<p>Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administration City of Saint Charles, MO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>DocuSigned by: Lawrence S. Dobrosky, Jr. -3E05A81A58094AA...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 12/9/2025 12:03:26 PM Viewed: 12/10/2025 5:02:16 PM Signed: 12/10/2025 5:02:30 PM</p>
<p>Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 12/10/2025 5:02:32 PM Viewed: 12/11/2025 12:01:32 PM</p>
<p>Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>City Clerk - Assign Contract #</p> <p>Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/9/2025 12:03:25 PM
Viewed: 12/9/2025 2:00:08 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Requesting Department:	Economic Development	Department Contact:	Kory Goodson
Vendor Name & NWS#:	Scout Realty Group LLC #15906		
Description/Purpose:	To enter into the final term of C21-351 where Scout Realty will provide professional consultant services for the Economic Development Department from Jan - Dec 2026.		
Account #:	100-191-114-733099		
Project #:			
Amount of this Routing:	\$ 90,000.00	Requisition #:	TBE 2026
Contract Type:	Contract Renewal	N/A	Coop#:
Contract Term:	01/01/2026-12/31/2026	Renewal Options:	None
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 90,000.00		

Geo
11-24-25

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Kory Goodson	Signature:
--	-----------------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	11/24/25
Department of Law (for Legality only)	Hmagdyian 11/25/25
Director of Finance (Funds Available)	Geo 11-24-25
Director of Administration (Recommend Approval)	12/2/25
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 12/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All Wards

Sponsor(s): _____

Description:

A contract to extend and expand the annual real estate contract services agreement with Scout Realty Group, LLC for 2026.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

In 2021, Staff solicited real estate firms for services to assist the City in real estate and economic development activities with the option to renew the contract annually 4 times, this contract being the fourth renewal of the base contract. In addition to the base services, Staff requested supplemental services to help fill in for the change in internal resources within the Economic Development Department that occurred in 2025.

Staff recommends approval of the contract with Scout Realty Group, LLC in an amount not to exceed \$90,000.00 for 2026.

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

Fiscal Impact: \$ 90,000.00 Requisition #

Account #: 001-100-101-733-099

Project #: _____

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

**FOURTH RENEWAL OF
CONTRACT C21-351, AS AMENDED**

Whereas, the City of Saint Charles, Missouri had entered into contract C21-351 with Scout Realty Group, LLC (“Scout”) on December 14, 2021; and

Whereas, RFP 4581, and Contract C21-351, provided for renewal with the same supplier for no more than four (4) renewal periods not to exceed one (1) year each; and

Whereas, the City of Saint Charles, Missouri desires to enter into the fourth renewal/fifth year of contract with Scout; and

Whereas, the City of Saint Charles, Missouri desires to amend the scope of work and services provided to add Supplemental Services with Scout to provide select services previously assigned to the Director of Economic Development position.

Now, therefore, it is agreed by and between the City of St. Charles, Missouri (“City”) and Scout Realty Group, LLC (“Scout”) as follows:

1. Contract C21-351 is hereby renewed for the one-year term of January 1, 2026 through December 31, 2026.
2. The City and Scout desire to amend Exhibit A to Contract C21-351, the response to RFP 4581, as outlined in **Exhibit 1** attached hereto and incorporated herein to revise the Scope of Work Information contemplated by Contract 21-351.
3. The Fourth Renewal Contract Price for the amended services shall not exceed ninety thousand Dollars (\$90,000.00). The Renewal Contract Price shall be billed in equal monthly installments of seven thousand five hundred dollars (\$7,500.00).
4. All other terms of Contract C21-351 shall remain in full force and effect.

Scout and City have executed this Fourth Renewal and Supplemental Services Contract on the dates written below.

SCOUT REALTY GROUP, LLC:

 11/20/25
Date

By: Adam Glosier - Principal

(Print Name & Title)

CITY OF SAINT CHARLES, MISSOURI:

Lawrence S. Dobrosky, Jr. Date
Director of Administration



Corporate Attest:

Attest:

By: Date

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

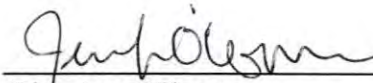
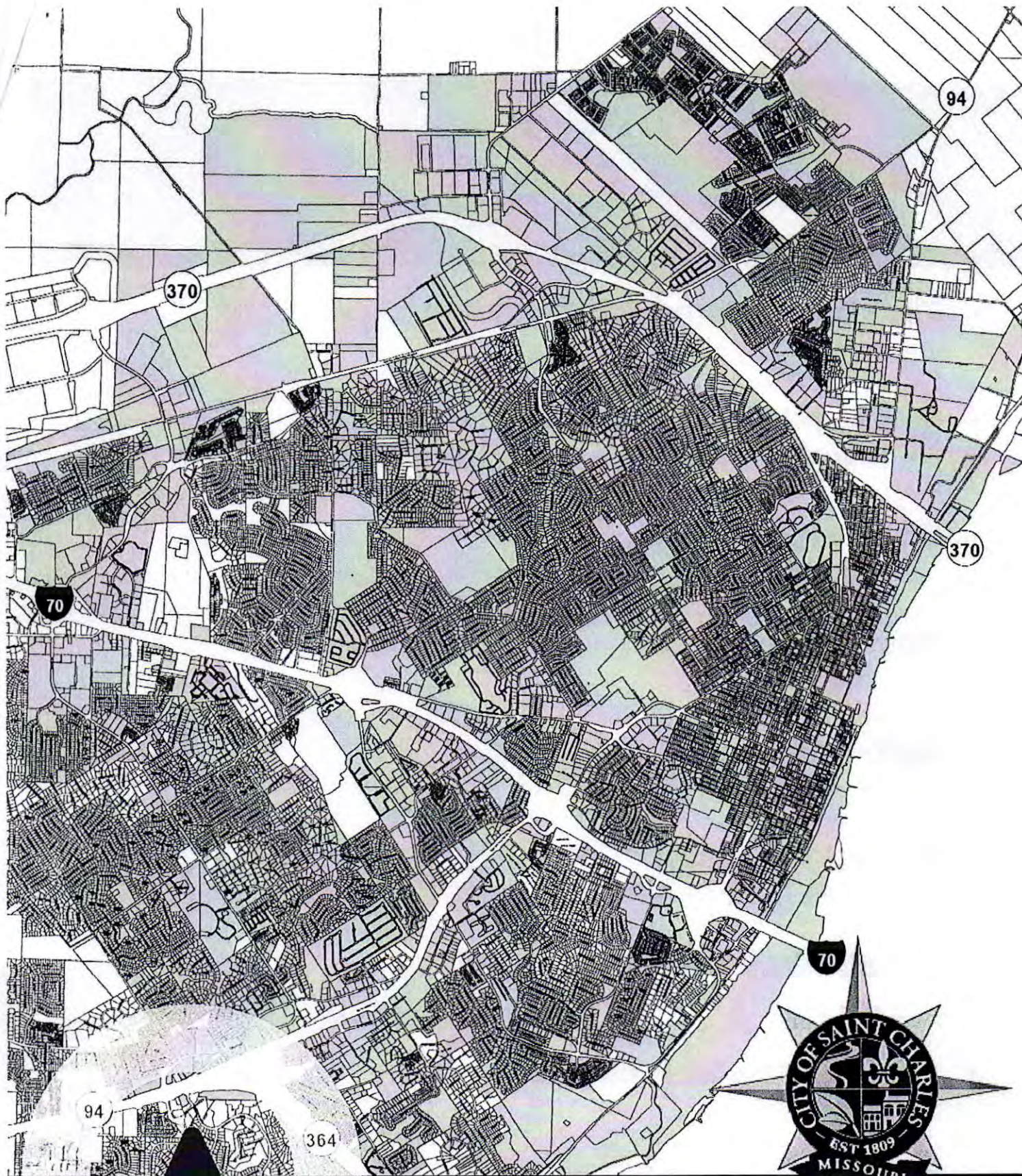
 11-24-25
Director of Finance Date

Exhibit 1

Supplemental Services

- Provide input to City staff on strategies for communicating redevelopment progress and opportunities to the public, including suggested talking points, informational summaries, or draft content for City use in newsletters, press releases, or social media updates.
- Serve as an additional point of contact for interested property owners, developers, and community stakeholders to ensure timely communication and alignment with City objectives.
- Include in monthly reports a high-level overview of regional economic development trends or comparable projects in peer cities to provide context for St. Charles initiatives.
- Provide advisory support in connection with the City's long-range visioning efforts, including preliminary input on how ongoing redevelopment projects align with broader City goals and objectives.
- Provide guidance to City staff regarding retention and expansion opportunities for existing businesses within City limits, including informal feedback on real estate needs or barriers expressed by businesses.
- Make periodic economic development-related presentations to the City Council, including addressing questions and concerns regarding ongoing and potential redevelopment initiatives.
- As part of the Firm's monthly updates to the City administration, provide an overview of current or potential development opportunities within the City that may warrant proactive efforts, including outreach to third-party development companies and recommendations to streamline the process for new development activity.
- Proactively engage with commercial brokers, developers, site locators, and business decision makers to identify and attract new businesses and industries to St. Charles. Represent the City at regional and national meetings, trade shows, and marketing events, and develop proposals and promotional materials that position St. Charles as a premier location.
- Respond to requests related to business recruitment by conducting preliminary financial analyses (e.g., cost-benefit calculations), advising on incentive structures, and coordinating with City officials, bond counsel, and taxing districts as needed.
- Contribute to updates for the City's business attraction website and related marketing materials. Participate in marketing trips and events organized by partner organizations to increase visibility of St. Charles opportunities.
- Maintain awareness of project activity and prospect interactions; ensure timely responses to information requests; and integrate relevant findings into monthly reports prepared for City administration.



SCOUT REALTY GROUP

RFP: 4581
Consultant Services



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Firm Background & Experience

Company Name:

Scout Realty Group, LLC

Address:

13100 Manchester Rd., Suite 235

St. Louis, MO 63131

Telephone Number:

314-598-2357

Email Address:

aglosier@scoutrg.com

Name of Single Point of Contact to Discuss Proposal:

Adam Glosier

Name/ Signature of Person with Binding Authority to Enter into Contracts:

Adam Glosier



Firm Background & Experience

Cover Letter / Summary of Firm's Capability

Scout Realty Group, LLC ("Scout") is a commercial real estate company focused on development and brokerage. With all three principals of Scout being born and raised in the St. Louis area, Scout has deep roots in the local real estate market and is passionate about being a part of helping the region prosper.

Scout has experience and expertise in every facet of commercial real estate and specializes in development services, landlord representation, financial analysis, site selection, and tenant representation. This wide array of capabilities has enabled Scout to provide its' clients with unique solutions and opportunities.

Locally, Scout has had a significant involvement in a several of most notable developments in the MSA, including the Shoppes at Mid Rivers, Crestwood Court, Gateway Commerce Center, City Place, the Shoppes at Hawk Ridge, the Streets of St. Charles, Cortex, the Crossings at Richmond Heights among many others. Despite Scout's passion and emphasis on the St. Louis area, Scout has been actively involved in brokerage and development throughout almost every state in the country.

With over 1,000 successful deals and around \$1 billion in transaction volume, Scout has the experience, knowledge and passion to be a part of success that the City of St. Charles is poised to achieve.

Local Attention / National Reach



Scope of Work Information

Assist in the development of master planned (City-owned) projects, such as RiverPointe at Bangert Island (i.e. assist with hiring architects, contractors, designers, etc.).

Scout's development expertise provides our clients with hands on involvement navigating the complex world of master planned ground up and redevelopment projects. We tailor a creative approach to our clients' risk profile and carefully manage the process to achieve investment goals. We represent, advise and collaborate with national retailers, financial institutions, public and privately held corporations to create projects with significant and enduring value. Scout has been involved in the planning, development, and brokerage of multiple significant projects in the region and across the country.

Work with City to identify potential areas for redevelopment:

- a) Possible assemblages, repurposing, or repositioning of land/property owners/users;**
- b) Introducing potential redevelopment options/opportunities to developers and end users; and**
- c) Coordinating efforts with the City on whether any incentive mechanisms may be useful in certain redevelopment opportunities.**

Established cities, such as St. Charles, need to identify new opportunities to generate new sources of growth and income in order to provide the resources and services that residents have come to expect. Scout has the creativity, experience and market knowledge to successfully identify, facilitate and create unique "net new" real estate projects. From master planned projects to repurposing property, Scout can get it done.



Scope of Work Information

Market select City-owned property(ies) to end users:

- a) Include any required listing agreements that Firm would require City to sign for marketing/listing of City-owned property(ies).**
- b) Nothing in this RFP, or resulting consulting agreement, shall obligate the City to market properties with Firm. The marketing of select City-owned properties shall be at the City's sole discretion.**

Scout's relationships, experience and relentless drive to accomplish our objective has made Scout a consistent choice for almost every significant landlord, developer, and seller in the metro area. Despite our desire to aid the City of St. Charles, we fully acknowledge that any opportunity to list city owned property is at the City's sole discretion and we are submitting this proposal without presumption of any such engagement.

<sample listing agreement attached as Exhibit A>

Assist City in attracting, discussing and positioning businesses within the City limits.

Scout has represented, completed transactions and/or has relationships with most national retailers throughout the country. As new developments and real estate options are created, these businesses (retail, office, and industrial) need to be made aware.

Provide input on land use, marketability, opportunities, etc.

Scout has been a part of new developments in every asset class and has the market knowledge to identify / maximize under utilized land, as well as help the City determine what steps need to be taken to successfully activate new opportunities.



Scope of Work Information

Provide monthly status reports detailing all of the Firm's activities, conversations, progress, etc. made pertaining to the completion of services as directed by City.

Scout acknowledges that transparency and communication are required for any effective relationship. In addition to monthly reports (in whatever format is preferred by the City), we would recommend regularly scheduled meetings to discuss progress and goals to keep all parties focused on unified objectives.

City shall have the option to terminate agreement, for any reason or no reason at all, by thirty (30) days written notice to Firm.

Scout understands and agrees that the utilization of city funds is a responsibility that should be monitored and allocated diligently. In the event Scout's consulting services are no longer warranted, it is the fiscal responsibility of the City to appropriate those resources to alternatives which may be more advantageous to the continued growth and prosperity of the City of St. Charles.

Ultimately, Scout's goal is aligned with that of City leadership – to continue to be a City where "It's Happening".



Staff Information

Scout is comprised of only senior brokers who have spent their careers in commercial real estate and every member of our team has over 13 years of experience in brokerage and development. This is by design; Scout realizes that in order to serve our clients' best interest our time needs to be spent on our clients' objectives – not managing employees or training new brokers.

Adam Glosier – Principal (Primary Contact)

Adam began his career in commercial real estate shortly after graduating college in 2004. Adam's focus has always been in retail, representing developers, landlords and tenants throughout the Midwest. His experience working with large real estate companies and in national development has given him the opportunity to establish relationships with retail professionals across the country. Adam is known in the industry for his strong work ethic and for his ability to identify solutions for his clients.

Adam is 8th generation St. Charles, MO, played basketball for West Point, and graduated from Truman State University. When not working, Adam loves to travel with his wife, spend time with his kids, hunt, and studying maps .

- St. Charles Association of Realtors Commercial Division - Past President
- St. Louis Association of Realtors Commercial Division - Past President
- Missouri Association of Realtors – Past Commercial Committee Member
- CCIM – Designee and Past Board of Directors
- ICSC – Member
- CoStar Power Broker (multiple years)
- LoopNet Top Producer (multiple years)
- St. Louis MSA Broker of the Year
- St. Louis MSA Realtor of the Year
- St. Louis "40 Under 40" – The Business Journal
- Boys & Girls Club of St. Charles - Past Board Member
- Youth In Need – Volunteer and Committee Member



Staff Information

Jared Hancock – Principal (Secondary Contact)

Jared is an optimist dedicated to driving success for his clients. With 12 years of experience, Jared specializes in retail leasing, development, and landlord/tenant representation. His expertise and knowledge of the greater St. Louis market is an invaluable tool when advising his clients on their strategic real estate decisions. Jared actively represents both local and national clients in Missouri and Southern Illinois. His enthusiasm and determination, paired with continued education of retail trends and market news, makes Jared a scouting expert.

Jared loves hunting, fishing, traveling and spending time with his family. When he's not scouting sites or advising clients, you will find Jared outdoors, on the links, planning his next adventure out West, or researching the latest fishing technique to trick the elusive smallmouth bass.

Chris Zoellner – Principal (Secondary Contact)

With 23 years of experience, Chris focuses on retail and mixed-use development as well as landlord and tenant representation covering Missouri, Southern Illinois, Kentucky and Indiana. His vast experience and network, in small and medium sized markets outside of the St. Louis Region provides an added level of service and expertise not often found in remote markets, especially when servicing corporate and institutional clients and major retail market rollouts. Chris also has a particular knack and love for land assemblages covering multiple product types.

Chris loves spending time travelling, and just laughing with his family. Never one to let grass grow under his feet, you will also find Chris welding furniture and sculpture in his garage, playing bass and singing in a band, and wrenching on his 1980 Triumph TR7 he is restoring.



Cost Proposal

Provide a cost estimate to fulfill the obligations of this RFP. Please provide a complete list of all anticipated costs (i.e. annual fee payable in equal monthly installments, cap on fees for incidental expenses, percentage fee for placing end users in select City-owned properties, etc.)

The cost for the outlined consulting obligations would be \$60,000 per year (payable in equal monthly installments) with no anticipated additional costs. The only additional expenses would be on a case-by-case basis for any travel, marketing, etc. and would only be applicable following the direction of the City and at the sole discretion of the City.

Any fees attributable to the sale or lease of City owned properties that the City has listed with Scout would be subject to a separate agreement (attached as Exhibit A) and be independent of the consulting agreement.

The City anticipates an initial contract term of one (1) year, with four (4) additional one-year renewal options. Please include any fee adjustments for the renewal terms.

Subject to any City requested modifications to the scope of work, Scout does not anticipate any adjustments to the cost of the services provided.



References

Provide a least five (5) professional references of similar scope.

GBT Realty

- 9010 Overlook Blvd.
Brentwood, TN 37027
- Jeff Pape – Managing Director
- 615-370-0670
- jpape@gbtrealty.com
- Responsibilities Include:
Site Selection
Project Development
Brokerage
- 2014 – present

TriStar

- 12647 Olive Blvd., Suite 510
St. Louis, MO 63141
- Rod Thomas - Chairman
- 314-291-9999
- rthomas@tristarcompanies.com
- Responsibilities Include:
Market Analysis
Site Selection
Brokerage
- 2014 - present

Walpert Properties

- 12295 Olive Blvd.
St. Louis, MO 63141
- Bob Walpert – President & CEO
- 314-567-1221
- rwalpert@walpertproperties.com
- Responsibilities Include:
Consulting for the Redevelopment
of Crestwood Court
Brokerage
- 2017 – present

Wexford (Cortex)

- 1005 N. Warson Rd., Suite 227
St. Louis, MO 63132
- Mark Gorski - Director
- 314-812-8027
- mark.gorski@wexfordscitech.com
- Responsibilities Include:
Leasing
Project Design / Planning
Brokerage
- 2014 - 2016



References

Provide a least five (5) professional references of similar scope.

CVS

- 2800 Enterprise St.
Indianapolis, IN 46219
- Larry Webb – Director of Real Estate
- 317-554-5512
- larry.webb@cvscaremark.com
- Responsibilities Include:
Site Selection
Pre-Development Analysis
Brokerage
- 2010 – present

Wallis Oil

- 106 E. Washington
Cuba, MO 65453
- Mark Jordan – Director of Real Estate
- 573-885-2277
- mjordan@mail.wallisco.com
- Responsibilities Include:
Market Analysis
Site Selection
Brokerage
- 2018 - present

Drury Hotels

- 13075 Manchester Rd., Suite 100
St. Louis, MO 63131
- Mike Prehm – Real Estate Manager
- 314-587-2566
- mike.prehm@drurydevelopment.com
- Responsibilities Include:
Leasing
Project Design / Planning
Brokerage
- 2017 – present

McDonald's

- 2111 McDonald's Dr.
Oak Brook, IL 60523
- Michael Lewis – National Director
- 630-623-2168
- michael.c.lewis@us.mcd.com
- Responsibilities Include:
Site Selection
Pre-Development Analysis
Brokerage
- 2015 - 2018

More references available upon request.

Signed Proposal

PROPOSAL FORM

Consultant Services Real Estate Marketing, Planning & Redevelopment for the City of St. Charles, Missouri

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

In compliance with this Request for Proposal Number 4581 and to all the conditions imposed herein, the undersigned offers and agrees to provide Consultant Services for the City of St. Charles, Missouri, in accordance with the specifications contained herein.

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

Indicate form of proposer:

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

Full Legal Name of Proposer: Scout Realty Group, LLC

Street Address: 13100 Manchester Rd., Suite 235

City/State/Zip Code: St. Louis, MO 63131

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

Last 4 Digits of FEIN or SSN: 7019

Telephone: 314-598-2357

Name: Adam Glosier Title: Principal

Signature:  Date: 11/23/21

Email address: aglosier@scoutrg.com

§§ 285.500 RSMo Compliance

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

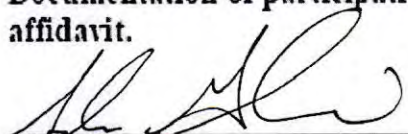
STATE OF Missouri)
)ss
COUNTY OF St. Charles)

Before me, the undersigned Notary Public, Emily B. Galantowicz (Name) personally appeared who is Adam Thomas Glosier (Title) of Scout Realty Group (Company Name), and after being sworn did depose and say:

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

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

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



Signature (Person with Authority)

Adam Glosier

Printed Name

Principal

Title

11/30/21

Date

Subscribed and sworn to before me this 30th day of November, 2021 (Month, Year).

My commission expires: May 27, 2024 Emily B. Galantowicz 11/30/21
Signature of Notary Date

EMILY B. GALANTOWICZ
Notary Public - Notary Seal
St. Charles County
STATE OF MISSOURI

§§ 285.500 RSMo Compliance



Company ID Number: 1433699

Approved by:

Employer Scout Realty Group, LLC	
Name (Please Type or Print) Adam Glosier	Title
Signature Electronically Signed	Date 07/23/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Proof of Lawful Presence

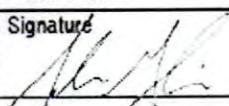
PROOF OF LAWFUL PRESENCE - 208.009 RSMo

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

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

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

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

Business Name: Scout Realty Group, LLC			
Last Name	First	Initial	Maiden Name
Glosier	Adam	T	
Address (Street Name & Number) 2311 Todforth Way			
City	State	Zip Code	
St. Louis	MO	63131	
Date of Birth (MM/DD/YYYY) 07/11/81		(Check all that apply to signer and company): <input checked="" type="checkbox"/> A Citizen of the United States <input checked="" type="checkbox"/> A Lawful Permanent Resident <input checked="" type="checkbox"/> Company uses e-Verify to Hire New Employees <input checked="" type="checkbox"/> All Employees are authorized to work in U.S.	
Signature 		Date 11/23/21	
<input checked="" type="checkbox"/> I have attached documentation <input type="checkbox"/> I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

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

Exhibit A

Language for conceptual Listing Agreement(s) for the marketing / listing of City-owned property(ies):

EXCLUSIVE SALE AND LEASE LISTING AGREEMENT

THIS **EXCLUSIVE LISTING AGREEMENT** (the "Agreement"), to lease or sell the Property is entered into as of the date last below written, by and between _____, (hereinafter referred to as the "Owner"), and Scout Realty Group, LLC (hereinafter referred to as the "Broker").

WHEREAS, Owner is the owner of that certain real property located at _____ (the "Property"), with a parcel identification number of _____.

WHEREAS, Owner desires to engage the services of Broker as its exclusive agent to market the Property for sale or lease and Broker has indicated to the Owner its willingness and desire to accept such engagement by the Owner, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above-mentioned promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Broker do hereby mutually covenant and agree to and with each other as follows:

1. **Exclusive Listing of Property.** In consideration of the listing of the Property by Broker as described herein, and Broker's agreement to use its best efforts to lease and sell the Property, Owner hereby appoints Broker as an independent contractor to serve as the sole and exclusive broker for the sale and leasing of Property for a period of time commencing on the date of this Agreement and expiring exactly twelve (12) months (the "Term") thereafter. This Agreement may be terminated by either party, for any reason whatsoever, by providing thirty (30) days written notice to the other party.

Owner agrees to that such leases to be at a base rental rate of no less than \$ _____, or at such other rates to be approved by Owner and / or upon other additional terms as are acceptable to Owner, and such sale to be at a price of \$ _____, and / or upon such other additional terms as are acceptable to Owner. Unless otherwise provided herein, the terms of sale may contain normal and customary contingencies such as those relating to the condition of the Property, title report, and timing of closing.

1. **Compensation.** Owner agrees to pay Broker in accordance with Broker's Schedule of Commissions and Fees (the "Schedule"), a copy of which is executed by Owner and Broker, attached hereto as **Exhibit A** and hereby made a part hereof.

A leasing commission (the "Commission") shall be due and payable if all, or any portion, of the Property is leased to a tenant procured by Broker, Owner or any other person or entity. Broker, in Broker's sole discretion, is authorized to cooperate with and to share the Commission with other licensed real estate brokers, regardless of whether said brokers represent prospective tenants or act as Broker's subagents. As used in this Agreement the term "lease" shall mean and include any lease, sublease, license, concession, occupancy agreement or any similar instrument, arrangement or agreement pursuant to which any individual, partnership, association, corporation or other form of business organization acquires rights to use and/or occupy any portion of the Property.

Exhibit A (Cont.)

A sales commission (the "Commission") shall be due and payable if: (a) the Property is sold to a purchaser procured by Broker, Owner or any person or entity; (b) the Property is transferred due to eminent domain or the threat thereof, foreclosure, or conveyance in lieu of foreclosure. Broker, in Broker's sole discretion, is authorized to cooperate with and to share the Commission with other licensed real estate brokers, regardless of whether said brokers represent prospective purchasers or act as Broker's subagents. As used in this Agreement the terms "sale," "sold," "convey" or "conveyed" shall include any exchange of the Property.

Broker is authorized to provide a copy of this Agreement to any escrow or closing agent working on such transaction, and such escrow or closing agent is hereby instructed by Owner to pay Broker's Commission as provided herein from any sale proceeds or other funds of Owner available. Owner shall remain liable for the entire amount of the Commission regardless of whether Broker exercises its rights under this paragraph.

Within ten (10) days of the expiration or termination date of this Agreement, Broker shall register with Owner in writing a list of prospects, if any, with whom Broker has been negotiating with for the Property and Broker is authorized to continue negotiations with such persons or entities. If, within ninety (90) days, the Property is contracted to be leased or sold to any party (including a registered party's successors, assigns or affiliates) whom Broker has registered with Owner in writing, Broker shall be considered the procuring broker hereunder for such transaction and shall be entitled to receive from Owner a commission as provided herein, as if such transaction occurred prior to such expiration or termination.

3. Broker's Duties. The Broker shall:

- a. Seek tenants as designated by Owner at a rate and terms acceptable to Owner.
- b. Seek a purchaser at the price and terms stated in this Agreement or at a price and terms otherwise acceptable to Owner.
- c. Accept delivery of and timely present to the Owner all offers relating to the Property.
- d. Assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived.
- e. Answer the Owner's questions relating to the offers, counteroffers, notices and contingencies.
- f. Disclose to Owner material facts concerning the transaction of which Broker has actual knowledge, unless that information has been provided to Broker confidentially.
- g. Timely account for all money and property received by Broker in which Owner has, may have, or should have had an interest.
- h. Obey specific directions of Owner that are not otherwise contrary to applicable statutes, ordinances, or rules.
- i. Act in a manner consistent with promoting Owner's best interests as opposed to Broker's or any other person's self-interest.
- j. Exercise reasonable skill and care in the performance of Broker's duties herein.
- k. Keep confidential all confidential information received from Owner.

4. Owner's Duties. Owner agrees to cooperate with Broker in bringing about a sale and lease(s) of the Property and to refer immediately to Broker all inquiries of anyone interested in purchasing or leasing the Property. All negotiations are to be through Broker. Broker is hereby authorized to accept a deposit and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusively authorized to advertise the Property. Owner and its legal counsel, and not Broker, will be responsible for determining the legal sufficiency of all documents relating to any transaction contemplated by this Agreement.

Exhibit A (Cont.)

5. **Owner's Disclosures.** Owner agrees to disclose to Broker and to all prospective tenants and purchasers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on, or about the Property, and Broker is authorized to disclose any such information to all prospective tenants and purchasers.
6. **Broker's Representations.** Broker hereby represents that Broker is a real estate broker licensed under the laws of the state in which the Property is located. Owner acknowledges that Broker and Broker's affiliated licensee(s) are NOT being engaged for and are not qualified for expertise in areas dealing with environmental conditions, title issues, tax ramifications of a lease or sale, legal matters, boundary discrepancies, uses permitted by current zoning or land use restrictions, evaluation of tenant's or buyer's financial qualification for a transaction or as to the repairs or condition of any of the buildings or improvements situated upon the Property. The appropriate experts should be consulted for advice in each of these areas. Owner acknowledges that Broker may rely upon information relating to these matters that is provided by Owner or Owner's experts in the appropriate fields. Owner agrees to indemnify, release, and hold harmless the Broker from and for any liability incurred as a result of Broker's reliance on information provided by Owner or Owner's experts.
7. **Brokerage Relationships.** Broker is hereby permitted and authorized to offer subagency, and to cooperate and compensate other designated brokers acting pursuant to any other brokerage relationship. Owner understands and agrees that Broker can show the property and obtain offers from prospective buyers or tenants, including buyers or tenants with whom Broker has a brokerage relationship. In this event, Broker shall notify all parties of Broker's intent to represent both parties (Dual Agency), to represent neither party but to assist Owner as well as buyer/tenant (Transaction Brokerage), or to designate a broker for the buyer/tenant and another for the Owner (Designated Agency).
8. **Owner's Representations.** Owner represents that Owner is the sole owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act.
9. **Subsequent Listing Agreement.** In the event that Owner lists the Property for lease or sale with another broker after the expiration or termination of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker hereunder. Owner's failure to do so, however, shall not affect Owner's obligations to Broker as defined herein.
10. **Authority.** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the party for whom he or she signs and that this Agreement binds such party.
11. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.

Exhibit A (Cont.)

12. **Compliance with Laws.** The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, Property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.
13. **Remedies.** In the event Owner fails to make payments within the time limits set forth herein, then from the date due and until paid the delinquent amount shall bear interest at the annual rate of eighteen percent (18%). If Broker is required to institute legal action against Owner relating to this Agreement, Broker shall be entitled to reasonable attorney's fees and costs. Each right, power and remedy of the Owner and the Broker provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Owner or the Broker of any one or more of the rights, powers and remedies provided in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, shall not preclude the simultaneous or latter exercise by the Owner or the Broker of any other such rights, powers or remedies.
14. **Notices.** Whenever, by the terms of this Agreement, notice shall or may be given to the Owner or to the Broker, such notice shall be in writing and shall be personally delivered or sent by United States certified mail, return receipt requested, postage prepaid, to the addresses noted above. All such notices shall be effective when personally delivered or one (1) day following deposit in the United States mail within the continental United States.
15. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or master servant relationship between the Owner and the Broker, it being the intention of the parties that the Broker is an independent contractor.
16. **Non-discrimination.** This Property is being offered without regard to race, color, creed, religion, sex, national origin, handicap or familial status.
17. **Assignment.** Neither the Owner nor the Broker may assign any or all of its rights and interests in and to this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that nothing contained in this paragraph shall preclude the Broker from delegating any of its obligations hereunder to its employees who would normally perform and fulfill such duties and obligations for the Broker or to a real estate broker engaged by the Broker in accordance with the terms and provisions hereof
18. **Dispute Resolution.** Owner or Broker shall file any claim against the other party within one hundred and eighty (180) days of the earlier of: (i) any alleged breach by Broker or Owner, (ii) any damage to Owner or Broker, (iii) Owner's knowledge or Broker's knowledge of such claim or a potential claim, or (iv) such time as Owner or Broker should have been aware of such claim. Subject to the foregoing, in no event will any action be brought by Owner or Broker more than one year after expiration of this Agreement. In any action arising out of this Agreement, the prevailing party, whether in court, on appeal, or by use of alternative dispute resolution methods, shall be entitled to recover from the other its actual and reasonable attorney's fees, court costs, expert witness fees and other costs of suit.

Exhibit A (Cont.)

19. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
20. **Section Headings.** The section headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
21. **Successors.** All of the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors in interest and assigns.
22. **Governing Law.** This Agreement shall be governed by the provisions hereof and the laws of the state in which the Property is located.
23. **Brokerage Disclosure.** Owner hereby represents that they have received a copy of the Broker's Broker Disclosure Form in conjunction with, or before, signing this Agreement.
24. **Execution and Delivery.** The party last signing this Agreement shall, within twenty-four (24) hours of the time of signing by such party, deliver or mail a true copy or original of this Agreement to the other party hereto. This Agreement may be executed in one or more separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute and be one and the same instrument. Facsimile copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly approved and executed this _____ day of _____, 2021.

BROKER: Scout Realty Group, LLC

OWNER: _____

By: _____

By: _____

Printed Name: Adam Glosier

Printed Name: _____

Title: Principal

Title: _____

Exhibit A (Cont.)

Exhibit A SCHEDULE OF COMPENSATION

For the Property located at: _____

Sale: Owner shall pay Broker a commission of six percent (6%) of the sale price of the Property at closing. If the buyer is represented by a cooperating broker, the cooperating broker shall be paid half of the allocated commission. In no event shall Broker receive a commission less than three percent (3%) of the purchase price and any amount paid to the cooperating broker above three percent (3%) shall be at the sole discretion of the Owner.

Lease: The commission payable to Broker in connection with a new lease by a new tenant, the commission shall be six percent (6%) of the Base Rent for the initial lease term, as set forth in such tenant's lease, shall be paid to Broker. If the tenant is represented by a cooperating broker, the cooperating broker shall be paid half of the allocated commission. In no event shall Broker receive a commission less than three percent (3%) of the Base Rent for the initial lease term and any amount paid to the cooperating broker above three percent (3%) shall be at the sole discretion of the Owner. Fifty percent (50%) of such commission shall be paid upon the later of (i) the full execution of the lease by the Owner and tenant, or (ii) the complete waiver of all applicable contingencies outlined in the lease. The other fifty percent (50%) of such commission shall be due, earned and payable when such tenant accepts possession of the Property, or portion thereof.

The term "Base Rent" shall mean the gross amount of rents less all reimbursable expenses. Additionally, Base Rent shall not include: (i) security deposits and interest thereon; (ii) payments in the nature of indemnification of, or reimbursement for, any losses, damages, costs or expenses suffered or incurred by Owner, whether or not characterized as "rent" under the applicable lease; or (ii) supervisory fees and other administrative charges billed directly to tenants receiving such services.

Notwithstanding Brokers cost of standard signage and the expense of any listing service, which broker may from time to time utilize, Owner shall pay, or reimburse, Broker for any reasonable costs and expenses incurred by the Broker in connection with performing its duties as the broker of the Property, including, without limitation, advertising and promotion charges, the reasonable cost of any drawings and engineering reports, and attorneys' fees incurred by the Broker in negotiating and drafting leases, purchase agreements and related documents. Prior to incurring any expense which would be payable or reimbursable from Owner to Broker, Broker shall obtain the written consent from Owner authorizing the reasonably anticipated expense. Any such payment or reimbursement shall be made within thirty (30) days of the date on which the cost or expense was incurred by the Broker.

The provisions of this Schedule are subject to the terms and provisions of the Agreement, to which this Schedule is attached and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly approved and executed this _____ day of _____, 2021.

BROKER: Scout Realty Group, LLC

OWNER: _____

By: _____

By: _____

Printed Name: Adam Glosier

Printed Name: _____

Title: Principal

Title: _____

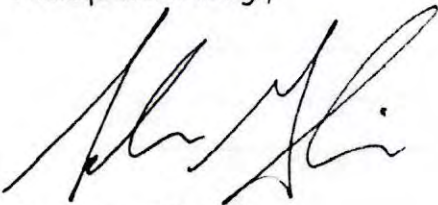
Thank you for the Opportunity to Submit this Proposal

The City of St. Charles should be commended for having the forethought to solicit industry professionals to assist the City in the marketing, planning, and redevelopment of real estate in St. Charles.

This is a very exciting opportunity for Scout and we're confident that we can add value and growth to the City of St. Charles.

Please contact us if you have any questions on the content of this proposal.

Respectfully,



Adam Glosier



SCOUT REALTY GROUP

RFP: 4581
Consultant Services



ADDENDUM NO. 1

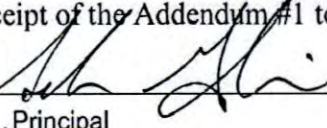
**REQUEST FOR PROPOSAL
RFP 4581
CONSULTANT SERVICES
REAL ESTATE MARKETING, PLANNING & REDEVELOPMENT**

NOVEMBER 30, 2021

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

This Addendum provides responses to questions submitted.

We, the undersigned, acknowledge the receipt of the Addendum #1 to RFP No. 4581, as dated.

By: 
Title: Principal
Company Name: Scout Realty Group
Date: 11/30/21

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

Willie Hantack, Purchasing Manager
City of St. Charles
william.hantack@stcharlescitemo.gov

	Question	Answer
1	<p>We note that the scope of work is similar to RFP 4428 for Real Estate Marketing Planning and Redevelopment which was issued in 2019.</p> <p>-Was RFP 4428 awarded? If so, to which firm?</p> <p>-If RFP 4428 was awarded, can you provide any background on the work that has been completed to date? What additional or uncompleted work from RFP 4428 are you anticipating undertaking as a result of this RFP 4581?</p>	<p>RFP 4428 was awarded to Scout Realty Group, LLC.</p> <p>Scout Realty provided assistance with land purchases related to the Riverpointe project in St. Charles. The City anticipates similar consulting for future development/redevelopment projects throughout the City.</p>
2	<p>Is this being issued to re-engage an existing consultant? If not, can you please clarify what is different about this RFP that would make new bidders competitive against an incumbent?</p>	<p>This RFP is being released as the current contract with Scout Realty Group expires at 12/31/2021. The City's purchasing policies require formal bid/proposal solicitation for contracts exceeding \$30,000. The incumbent is welcome to re-submit for consideration on this project.</p>
3	<p>Do you have an anticipated budget for the services described in this RFP?</p>	<p>The City's current contract is \$60,000 annually and the City anticipates the new agreement to be in that range.</p>



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Legal	Department Contact:	Holly Magdziarz
Vendor Name & NWS#:	Engelmeyer & Pezzani LLC #10910		
Description/Purpose:	Municipal Prosecution Services 2026 through 2028.		
Account #:	100-160-116-733006-		
Project #:	N/A		
Amount of this Routing:	\$ 139,514.94	Requisition #:	TBE 2026
Contract Type:	New Contract	N/A	Coop#: N/A
Contract Term:	01/01/2026-12/31/2028	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 139,514.94		

DS
HJM

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Holly Magdziarz	Signature: <small>DocuSigned by:</small> <i>Holly Magdziarz</i>	 12/10/2025
---	--	--------------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 12/10/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziarz</i> 12/11/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 12/11/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 12/11/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 12/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): _____ Sponsor(s): _____

Description:

To enter into an agreement with Engelmeyer & Pezzani LLC for prosecution services for 2026. This agreement will auto renew for two additional one-year terms unless terminated earlier by either party.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This agreement is with Engelmeyer & Pezzani for prosecution services for the City of St. Charles from 01/01/2026 through 12/31/2028. These services are exempt from the bidding process.

Pricing Breakdown:

2026: \$45,587.16

2027: \$46,298.90

2028: \$47,428.88

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

Fiscal Impact: 139,514.94

Requisition #: TBE 2026

Account #: 100-160-116-733006-

Project #: N/A

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

**MUNICIPAL PROSECUTION SERVICES CONTRACT
2026-2028**

This MUNICIPAL PROSECUTION SERVICES CONTRACT (the “Contract”) is entered into on as of January 1, 2026, between the City of St. Charles, Missouri, a constitutional home rule charter city of the State of Missouri (hereinafter, the “City”), and Engelmeyer & Pezzani, LLC (hereinafter, the “Prosecutor”). City and Prosecutor agree as follows:

1. SCOPE OF WORK. Prosecutor, working primarily through Timothy A. Engelmeyer, attorney at law, shall provide the City municipal ordinance violation prosecution services (the “Municipal Prosecutor Services”) for calendar year 2026, ending on December 31, 2026.

2. COMPENSATION. For calendar year 2026, the total not-to-exceed amount under Subsection A of this Section of the Contract shall be \$45,587.16. Prosecutor shall be paid as set forth below:

- A. Prosecutor shall be paid \$3,798.93 per month to provide Municipal Prosecutor Services for all municipal ordinance violation prosecutions in the Municipal Court for the regularly scheduled weekly Thursday night docket and trials (or, if rescheduled, then on the rescheduled night) and the weekly Tuesday day docket (hereinafter, collectively the “Municipal Court Docket”).
- B. In addition to the amounts stated in Sections 2 and 2(A), Prosecutor shall be paid \$190.00 per hour for providing Municipal Prosecutor Services for all municipal ordinance violation prosecutions that are transferred to the Circuit or Associate Circuit Court (hereinafter, the “Certified Docket”).
- C. Prosecutor shall be paid for Municipal Prosecution Clerk or Paralegal services on an as needed basis due to the absence of the City Municipal Prosecution Clerk as provided below, which shall be billed at the rate of \$85.00 per hour.
- D. For each calendar year of the Contract, the total not-to-exceed amount under Subsections B and C of the Contract shall be \$20,000.00.
- E. Prosecutor shall provide City each month a detailed invoice for services rendered.

3. TERM. Unless terminated earlier by either Party, this contract shall automatically renew for two additional one-year terms with a 2% increase each year, as follows:

Engelmeyer & Pezzani, LLC
 2026-2028 Contract for Municipal Prosecution Services

Year	Monthly Municipal	Annual Not to Exceed	Hourly Certified Docket Prosecutor Rate	Hourly Certified Docket Paralegal Rate
2026	\$3,798.93	\$45,587.16	\$190.00	\$ 85.00
2027	\$3,874.91	\$46,498.90	\$193.80	\$ 86.70
2028	\$3,952.41	\$47,428.88	\$197.68	\$ 88.43

4. MUNICIPAL PROSECUTOR SERVICES.

A. Timothy A. Engelmeyer shall serve as Municipal Prosecutor. Tony Pezzani shall serve as back-up Assistant Municipal Prosecutor. Mr. Engelmeyer shall have primary responsibility for the prosecution of all municipal ordinance violation cases and which includes docket calls and trials, except for vacation, illness, or other valid reason. Management of cases shall at all times remain the full responsibility of Mr. Engelmeyer.

B. The City, subject to annual appropriation, shall provide a Municipal Court Prosecution Clerk to perform clerical work, including but not limited to, the preparation of summonses, charging documents, subpoenas, case recommendations, criminal history inquiry, discovery requests, preparation of other procedural forms relating to ordinance prosecution and all other duties ordinary and customary as a municipal ordinance prosecution clerk. In the event the City does not annually appropriate for this position, then the City Attorney’s Office will perform the municipal ordinance prosecution clerk duties.

5. APPROPRIATION. 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.

6. INDEPENDENT CONTRACTOR. Prosecutor and its Attorneys are independent contractors and nothing contained herein shall constitute or designate Prosecutor or any of its agents or employees as employees of City.

7. NON-DISCRIMINATION. Prosecutor agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

8. COMPLIANCE WITH ALL LAWS.

A. Prosecutor shall comply with City Code of Ordinance Section 145.040 regarding

Engelmeyer & Pezzani, LLC
2026-2028 Contract for Municipal Prosecution Services

the registration of sex offenders with the Police Department.

- B. Prosecutor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. Prosecutor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Prosecutor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is available from Prosecutor upon request.
- C. Prosecutor acknowledges award of this Contract requires compliance with Section 208.009 RSMo., that requires Prosecutor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Prosecutor with the Contract.

9. COUNTERPARTS. The Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Prosecutor have hereunto set their hands as of the day last written below.

**CITY OF SAINT CHARLES,
MISSOURI**

ENGELMEYER & PEZZANI, LLC

Daniel J. Borgmeyer,
Mayor

Date

Signed by:
Timothy A. Engelmeyer

12/10/2025

Tim Engelmeyer

Date

Prosecuting Attorney

Title

Attest:

Kimberly Hudson, City Clerk

Engelmeyer & Pezzani, LLC
2026-2028 Contract for Municipal Prosecution Services

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by: <i>Jennifer O'Connor</i>	12/11/2025
<hr/> Jennifer O'Connor, Director of Finance	Date

Certificate Of Completion

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Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf

Source Envelope:

Document Pages: 6

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 5

Paul Feldmann

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

paul.feldmann@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Paul Feldmann

Location: DocuSign

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paul.feldmann@stcharlescitymo.gov

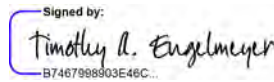
Signer Events

Timothy A. Engelmeyer

tim@epfirm.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

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Signature Adoption: Pre-selected Style

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ID: 984cb0b9-31ec-421d-8772-6cfcf0cb6427

Holly Magdziarz

holly.magdziarz@stcharlescitymo.gov

City Attorney

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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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)

DS


Signature Adoption: Uploaded Signature Image

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Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

Signed by:

 CA2B397B773142A...

Signature Adoption: Pre-selected Style

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

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



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Using IP Address: 35.130.51.195

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

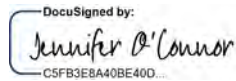


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Electronic Record and Signature Disclosure:
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Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

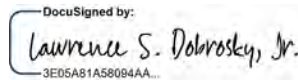


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Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

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:
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: 12/11/2025 11:35:30 AM
Viewed: 12/11/2025 12:06:19 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

carla.bray@stcharlescitymo.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 12/11/2025 9:27:22 AM

Viewed: 12/11/2025 9:30:35 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

12/10/2025 10:35:15 AM

Envelope Updated

Security Checked

12/11/2025 9:32:00 AM

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

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

Getting paper copies

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Withdrawing your consent

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

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

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

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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Legal	Department Contact:	Holly Magdziarz
Vendor Name & NWS#:	Engelmeyer & Pezzani LLC #10910		
Description/Purpose:	Legal Services 2026		
Account #:	100-160-116-733006-		
Project #:	N/A		
Amount of this Routing:	\$ 10,000.00	Requisition #:	TBE 2026
Contract Type:	New Contract	N/A	Coop#: N/A
Contract Term:	01/01/2026-12/31/2026	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 10,000.00		

DS
TK

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Holly Magdziarz	Signature: <small>DocuSigned by:</small> <i>Holly Magdziarz</i> <small>25050864397942C...</small>	12/11/2025
---	---	------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 12/11/2025 <small>CA2B387B773142A...</small>
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziarz</i> 12/11/2025 <small>25050864397942C...</small>
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 12/11/2025 <small>CF83E8A40BE40D...</small>
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 12/11/2025 <small>3E05A81A58094AA...</small>
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 12/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): _____

Sponsor(s): _____

Description:

To enter into an agreement with Engelmeyer & Pezzani LLC for Legal Services for 2026.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This agreement is with Engelmeyer & Pezzani for Legal services for the City of St. Charles from 01/01/2026 through 12/31/2026. These services are exempt from the bidding process.

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

Fiscal Impact: 10,000.00

Requisition #: TBE 2026

Account #: 100-160-116-733006-

Project #: N/A

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

2026 CONTRACT FOR LEGAL SERVICES

THIS CONTRACT is effective as of January 1, 2026, by and between the City of St. Charles, Missouri (hereinafter, the “City”) and Engelmeyer & Pezzani, LLC (hereinafter, “Outside Counsel”). It is agreed by the parties as follows:

1. SCOPE OF WORK. Outside Counsel agrees to provide legal services to the City from the Effective Date through December 31, 2026 per the engagement letter which is attached by reference as Exhibit A.
2. COMPENSATION. During this term, Outside Counsel will be paid for legal services in an amount not to exceed \$10,000. The not to exceed amount of compensation shall exclude legal services rendered to the City by Outside Counsel that are otherwise covered and paid via a City insurance policy. Outside Counsel shall invoice City for legal services rendered at the rate of \$250 per hour for attorneys and \$100 per hour for paralegals.
3. Outside Counsel acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in the federal work authorization program with respect to all persons working in connection with the contracted services. Attorney represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified work authorization program and that Outside Counsel does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is available from Outside Counsel upon request.
4. Outside Counsel acknowledges award of this contract requires compliance with Section 208.009 RSMo. which requires the person signing this contract to provide the City with affirmative

Engelmeyer & Pezzani, LLC
2026 Contract for Legal Services

proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding this contract.

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

6. The Contract is the complete agreement between City and Outside Counsel. No other agreements or representations other than those contained in the Contract and Outside Counsel's engagement letter attached as Exhibit A hereto have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party. To the extent there is any conflict between any terms in this Contract and any terms in Outside Counsel's engagement letter, the terms of this Contract shall control.

7. The City's obligation to pay the Contract price and the Outside Counsel to provide legal services immediately ceases for any fiscal year in which the City, for any reason, does not appropriate funds for the Contract.

8. Outside Counsel and the City have executed the Contract on the dates written below.

**CITY OF SAINT CHARLES,
MISSOURI**

ENGELMEYER & PEZZANI, LLC

Daniel J. Borgmeyer, Date
Mayor

Signed by:
Timothy D. Engelmeyer 12/10/2025

Tim Engelmeyer Date

Partner, Engelmeyer & Pezzani

Title

Attest:

Kimberly Hudson, City Clerk

Engelmeyer & Pezzani, LLC
2026 Contract for Legal Services

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:

Jennifer O'Connor

12/11/2025

Jennifer O'Connor,
Director of Finance

Date

ENGELMEYER & PEZZANI, LLC

ATTORNEYS AT LAW

Timothy A. Engelmeyer*
Anthony M. Pezzani

* Also licensed in Illinois

13321 North Outer Forty Road, Suite 300
Chesterfield, MO 63017
Phone: 636-532-9933
Fax: 314-863-7793
www.epfirm.com

Emily W. Kalla*
Associate

Kathy Kelley
Paralegal

December 10, 2025

Ms. Holly Magdziarz
City Attorney
200 N. Second St.
Saint Charles, MO 63301

Re: Engagement for Legal Services

Dear Ms. Magdziarz:

Please allow this letter to confirm our agreement whereby my firm agrees to provide prosecutorial and other legal services for the City of St. Charles per the agreement I signed yesterday.

I appreciate your trust in the quality of our work, and I look forward to continuing to assist the City with any legal matters that are assigned per the agreement.

Sincerely,



Timothy A. Engelmeyer

TAE:smk

Certificate Of Completion

Envelope Id: 1933884D-C7BF-4509-BA6E-84B34FDB1065

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf

Source Envelope:

Document Pages: 6

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 5

Paul Feldmann

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

paul.feldmann@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Paul Feldmann

Location: DocuSign

12/10/2025 12:39:24 PM

paul.feldmann@stcharlescitymo.gov

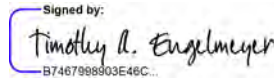
Signer Events

Timothy A. Engelmeyer

tim@epfirm.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

B7467988903E46C...

Signature Adoption: Pre-selected Style

Using IP Address: 68.184.1.143

Timestamp

Sent: 12/10/2025 12:42:18 PM

Resent: 12/10/2025 4:15:30 PM

Viewed: 12/10/2025 8:39:13 PM

Signed: 12/10/2025 8:41:12 PM

Electronic Record and Signature Disclosure:

Accepted: 12/10/2025 8:39:13 PM

ID: 1887f1ce-f64a-446d-b770-c55fb92ee156

Holly Magdziarz

holly.magdziarz@stcharlescitymo.gov

City Attorney

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

DocuSigned by:

25D56664397942C...

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Sent: 12/10/2025 8:41:15 PM

Viewed: 12/11/2025 9:19:35 AM

Signed: 12/11/2025 9:19:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Timothy Kubat

timothy.kubat@stcharlescitymo.gov

Billing & Collections Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication
(None)

DS


Signature Adoption: Pre-selected Style

Using IP Address: 174.86.136.90

Sent: 12/11/2025 9:19:50 AM

Viewed: 12/11/2025 1:39:16 PM

Signed: 12/11/2025 1:45:14 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

Signed by:

CA2B397B773142A...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 12/11/2025 1:45:17 PM

Viewed: 12/11/2025 2:16:30 PM


Signed: 12/11/2025 2:16:35 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

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


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

Sent: 12/11/2025 2:16:37 PM
Viewed: 12/11/2025 2:31:36 PM
Signed: 12/11/2025 2:31:51 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

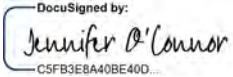
Holly Magdziarz
holly.magdziarz@stcharlescitymo.gov
City Attorney
City of Saint Charles, MO
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication
(None)


Signature Adoption: Uploaded Signature Image
Using IP Address: 174.210.2.3
Signed using mobile

Sent: 12/11/2025 2:31:54 PM
Viewed: 12/11/2025 2:34:38 PM
Signed: 12/11/2025 2:34:50 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

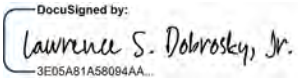
Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style
Using IP Address: 172.59.169.93
Signed using mobile

Sent: 12/11/2025 2:34:55 PM
Viewed: 12/11/2025 2:38:41 PM
Signed: 12/11/2025 2:39:00 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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


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

Sent: 12/11/2025 2:39:04 PM
Viewed: 12/11/2025 3:18:47 PM
Signed: 12/11/2025 3:18:57 PM

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)

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

Sent: 12/11/2025 3:19:00 PM
Viewed: 12/11/2025 3:20:51 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/11/2025 2:39:03 PM
Viewed: 12/11/2025 2:41:21 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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	12/10/2025 12:42:19 PM
Envelope Updated	Security Checked	12/11/2025 9:13:51 AM
Envelope Updated	Security Checked	12/11/2025 9:32:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CITY OF ST. CHARLES
INTERDEPARTMENTAL COMMUNICATION

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: December 5, 2025

Subject: Monies collected and deposited in November 2025

Remarks:

The Municipal Division collected and deposited a total of **\$111,314.72** during the month of *November 2025*.

The Municipal Division disbursed a grand total of **\$97,835.28** to the City of Saint Charles.

MISSOURI JUDICIARY
 ST. CHARLES CITY MUNICIPAL
 CIRCUIT COURT DISBURSEMENT LISTING
 SUMMARY REPORT
 FROM 01-Nov-2025 TO 30-Nov-2025

ST CHARLES CITY MUNICIPAL
 Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Restitution	5034	1,503.48	(8)
Due To Debt Collection	5074	5,309.96	(31)
Clerk Fee-Municipal	6002	2,550.22	(1)
Court Automation	6008	3,447.32	(1)
CVC Surcharge State	6016	3,511.36	(1)
CVC Surcharge Muni	6018	78.60	(1)
Law Enf Arrest-Local	6020	1,592.68	(1)
LET-County	6022	974.00	(1)
POST-State	6024	492.46	(1)
Dom Viol - Muni	6032	1,967.12	(1)
Fine-Muni Ordin Other	6040	35,129.25	(1)
Inmate Security Fund	6056	980.00	(1)
Clerk Fee-E/R	6102	3,359.48	(1)
CVC Surcharge-E/R	6118	103.59	(1)
Fines-E/R	6141	30,033.64	(1)
Overpayment-E/R	6168	0.10	(1)
Overpayments Detail Code	7506	122.47	(3)
Bond Forfeit-E/R	9201	11,875.00	(1)
Bonds Forfeited	9202	9,014.50	(1)
Bonds Refunded	9204	3,172.51	(27)
Total Checks Voided			
Checks Without APDC Code		0.00	(7)
Due To Debt Collection	5074	-730.51	(6)
Net Cash Out		114,487.23	(98)

- 3,172.51 Bonds Refunded.
 \$111,314.72 End of Month Disbursements

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Municipality: St. Charles City Municipal	Reporting Period: Nov 1, 2025 - Nov 30, 2025	
Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303				
Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303			County: St. Charles County	Circuit: 11
Telephone Number:		Fax Number:		
Prepared by: Miranda Scott		E-mail Address: miranda.scott@courts.mo.gov		
Municipal Judge: Nicholas Brockmeyer				
II. MONTHLY CASELOAD INFORMATION				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		164	8,330	2,235
B. Cases (citations/informations) filed		2	441	63
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		10	394	78
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	128	0
6. dismissed by court		0	37	31
7. <i>nolle prosequi</i>		0	42	14
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		10	601	123
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		156	8,170	2,175
E. Trial de Novo and/or appeal applications filed		0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	670	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	380	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	7,522			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: Nov 1, 2025 - Nov 30, 2025
--------------------------	--	--

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$30,033.64	Court Automation	\$3,447.32
Clerk Fee - Excess Revenue	\$3,359.48	Due To Debt Collection	\$4,579.45
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$103.59	Law Enf Arrest-Local	\$1,592.68
Bond forfeitures (paid to city) - Excess Revenue	\$11,875.00	Overpayment-E/R	\$0.10
Total Excess Revenue	\$45,371.71	Total Other Disbursements	\$9,742.02
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	
Fines - Other	\$35,129.25	Bond Refunds	\$3,172.51
Clerk Fee - Other	\$2,550.22	Total Disbursements	\$114,487.23
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$492.46		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,511.36		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$78.60		
Law Enforcement Training (LET) Fund surcharge	\$974.00		
Domestic Violence Shelter surcharge	\$1,967.12		
Inmate Prisoner Detainee Security Fund surcharge	\$980.00		
Restitution	\$1,503.48		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$9,014.50		
Total Other Revenue	\$56,200.99		

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.

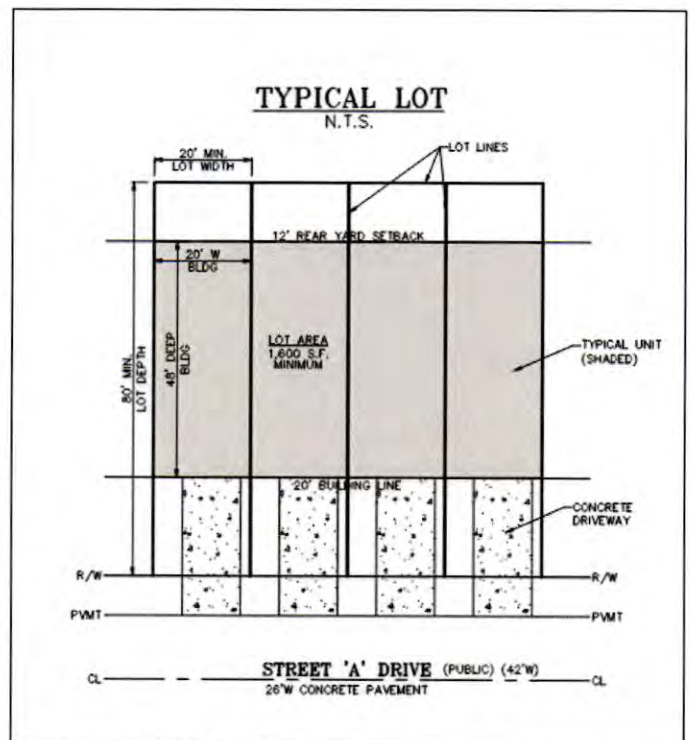


Figure 2: Typical lot detail.

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.

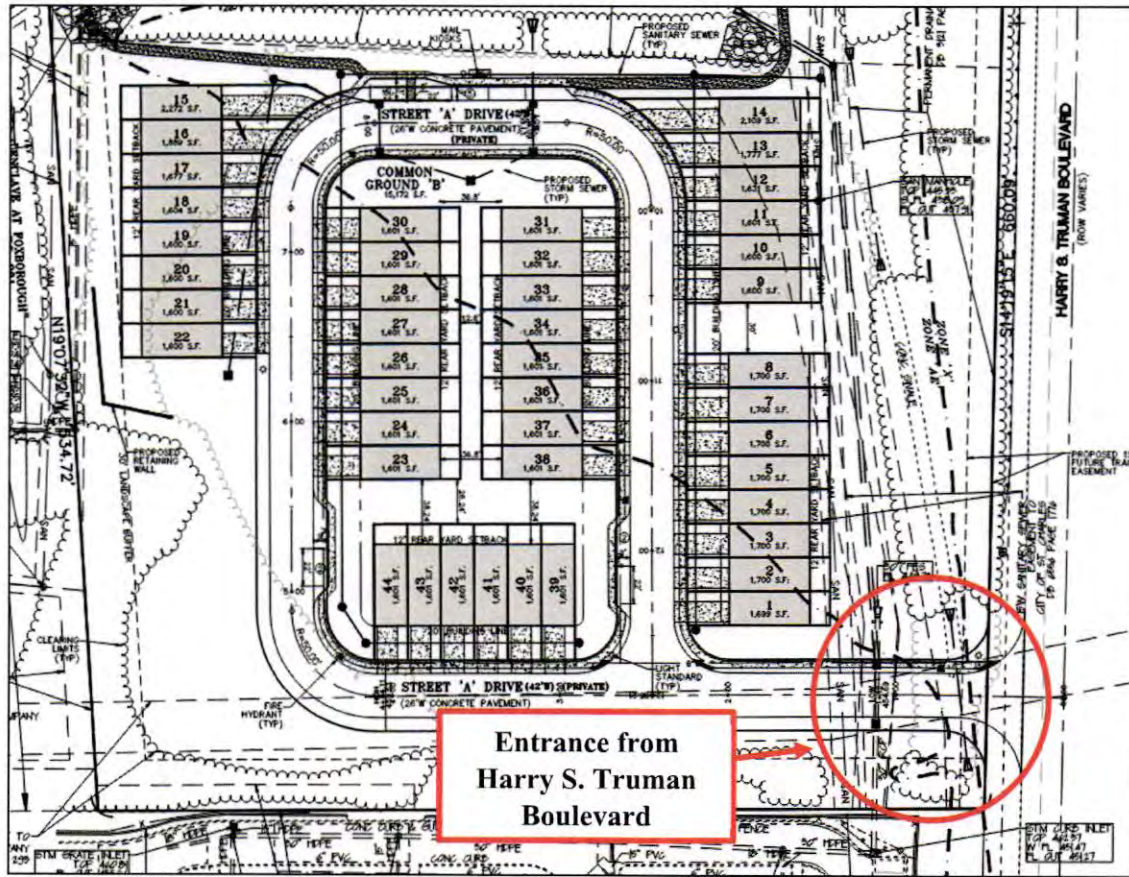


Figure 4: Proposed Access Point.

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.

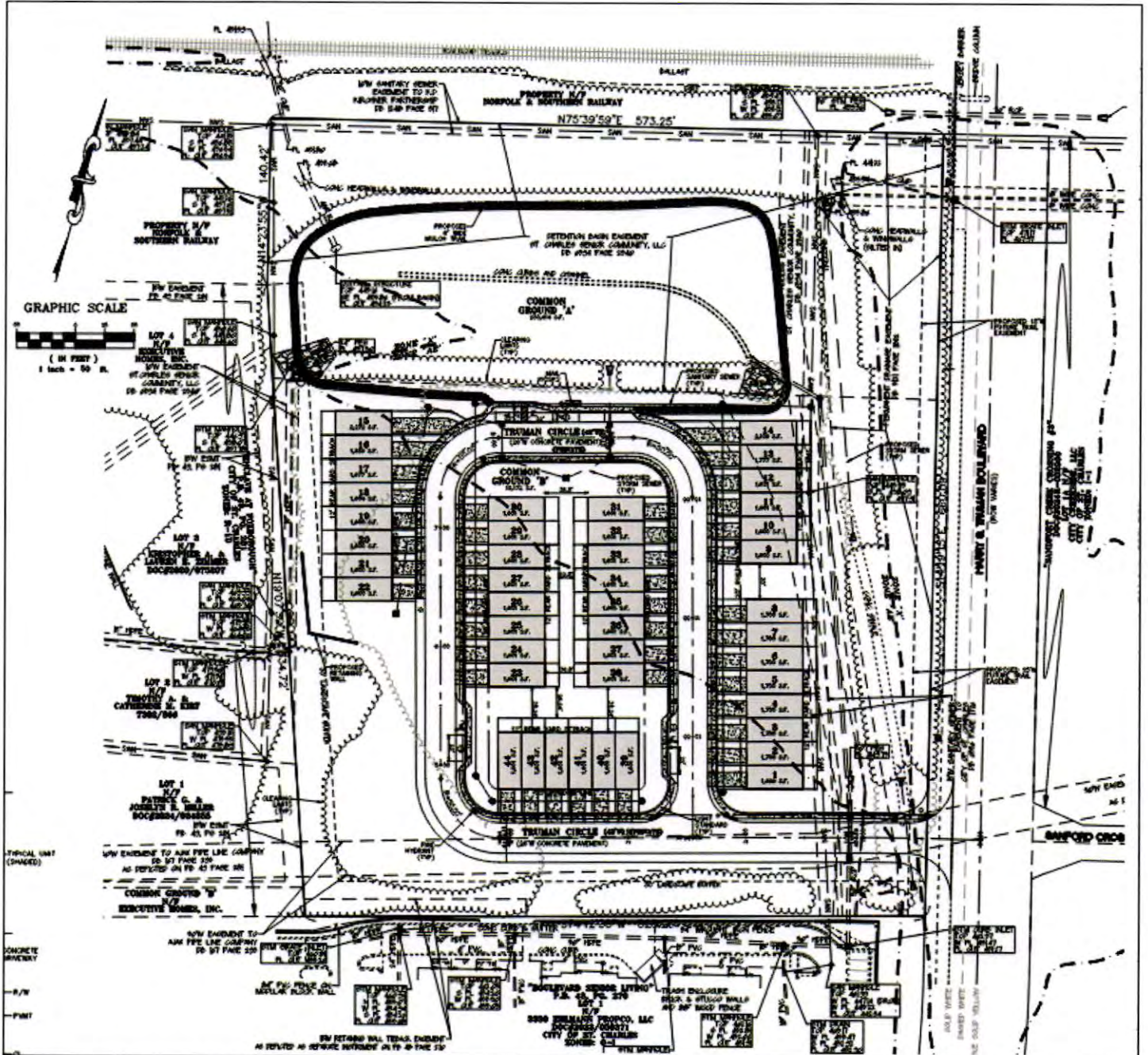


Figure 5: Submitted Site Plan.



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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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:

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. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

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.

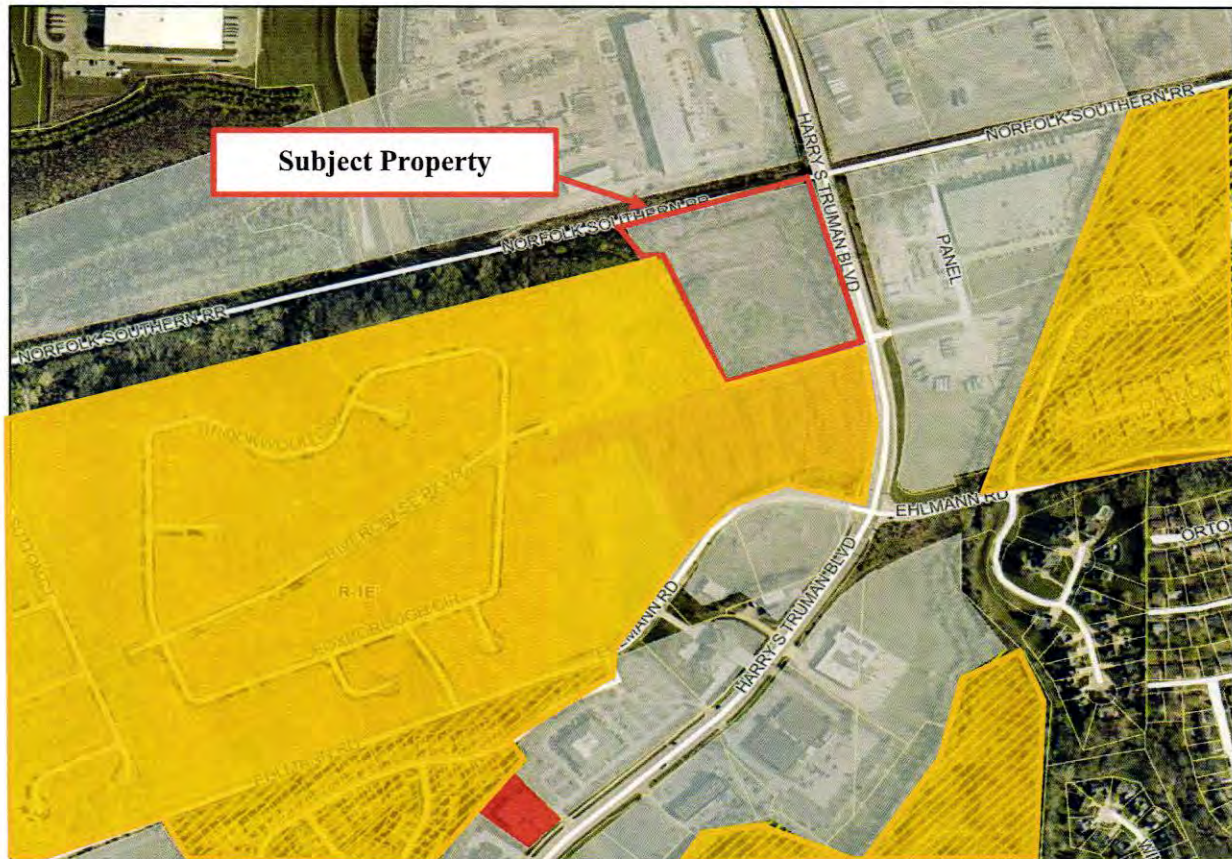


Figure 1: Area zoning map.

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.

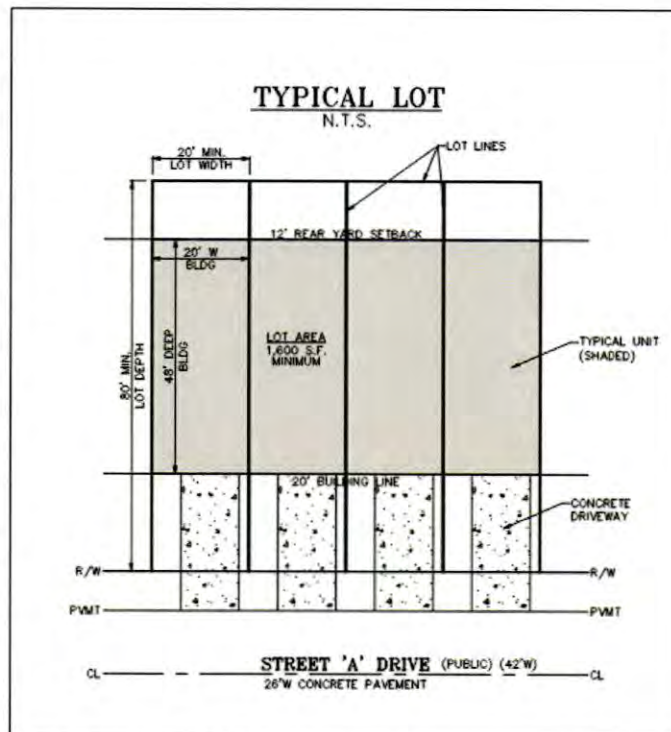


Figure 2: Typical lot detail.

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.

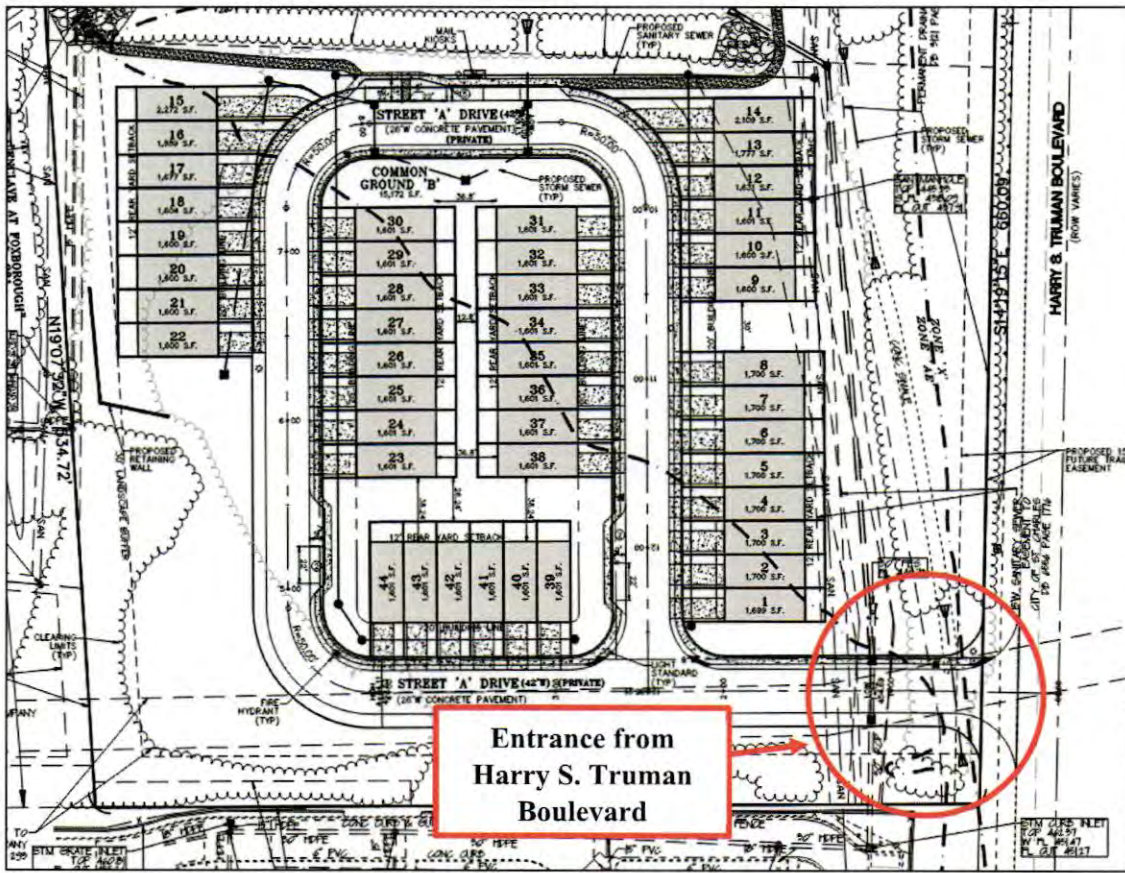


Figure 4: Proposed Access Point.

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.

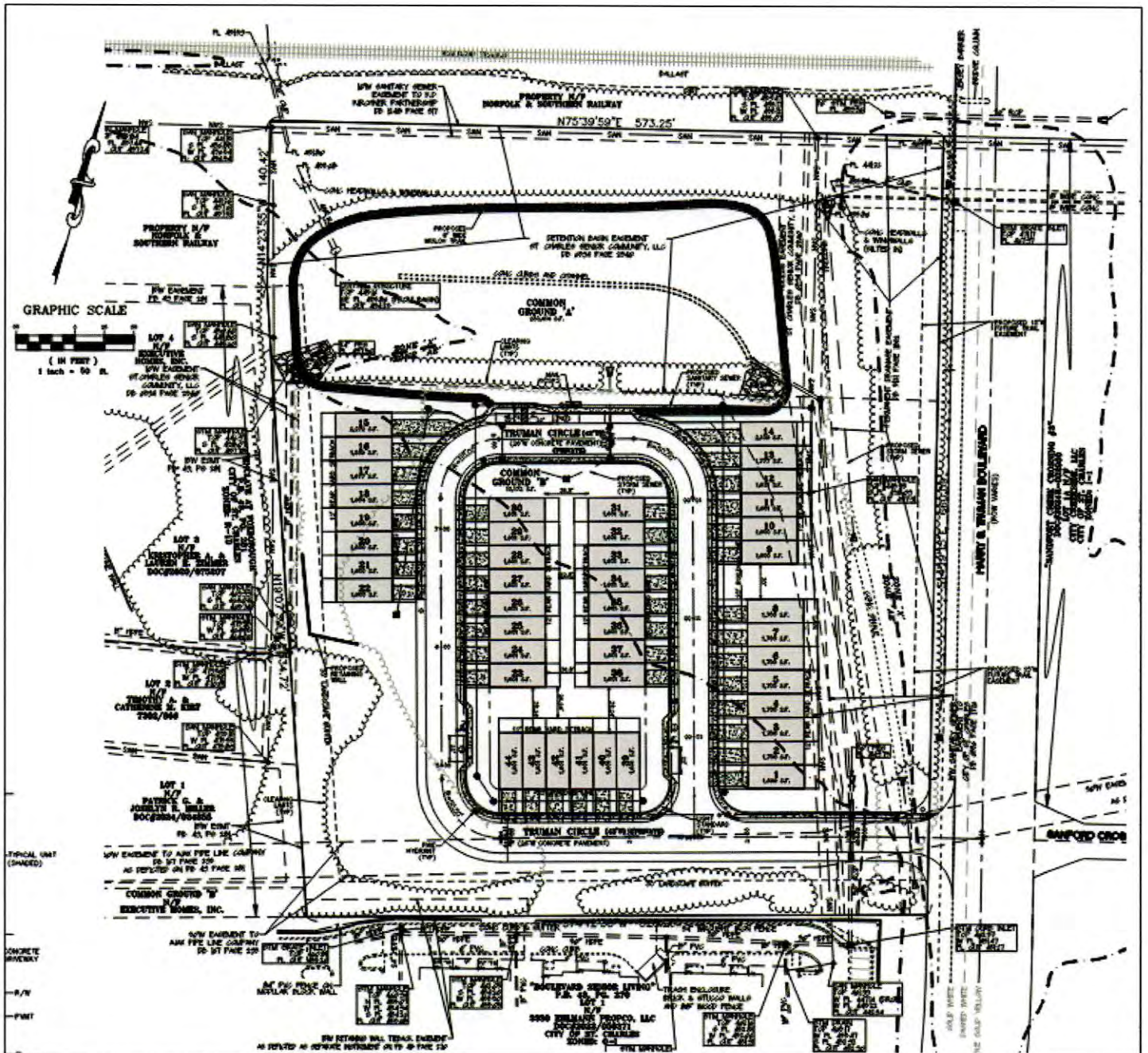


Figure 5: Submitted Site Plan.



Figure 6: Aerial view of subject property.



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LAND DESCRIPTION

8.50 ACRES

AUGUST 6, 2025

BAX PROJECT NO. 02-11906FC

CLM

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AMENDED

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 shall apply masonry on the frontage area adjacent to the front door (to the height of the overhang) 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 12/3/2025
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

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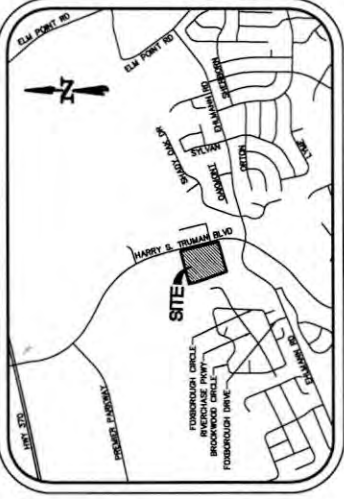
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EXHIBIT A

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



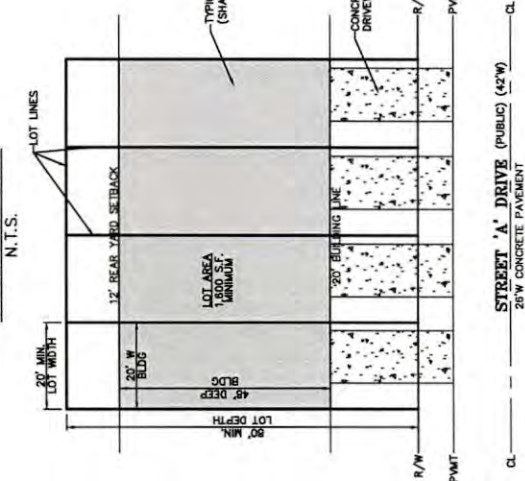
LOCATION MAP
 NOT TO SCALE

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:

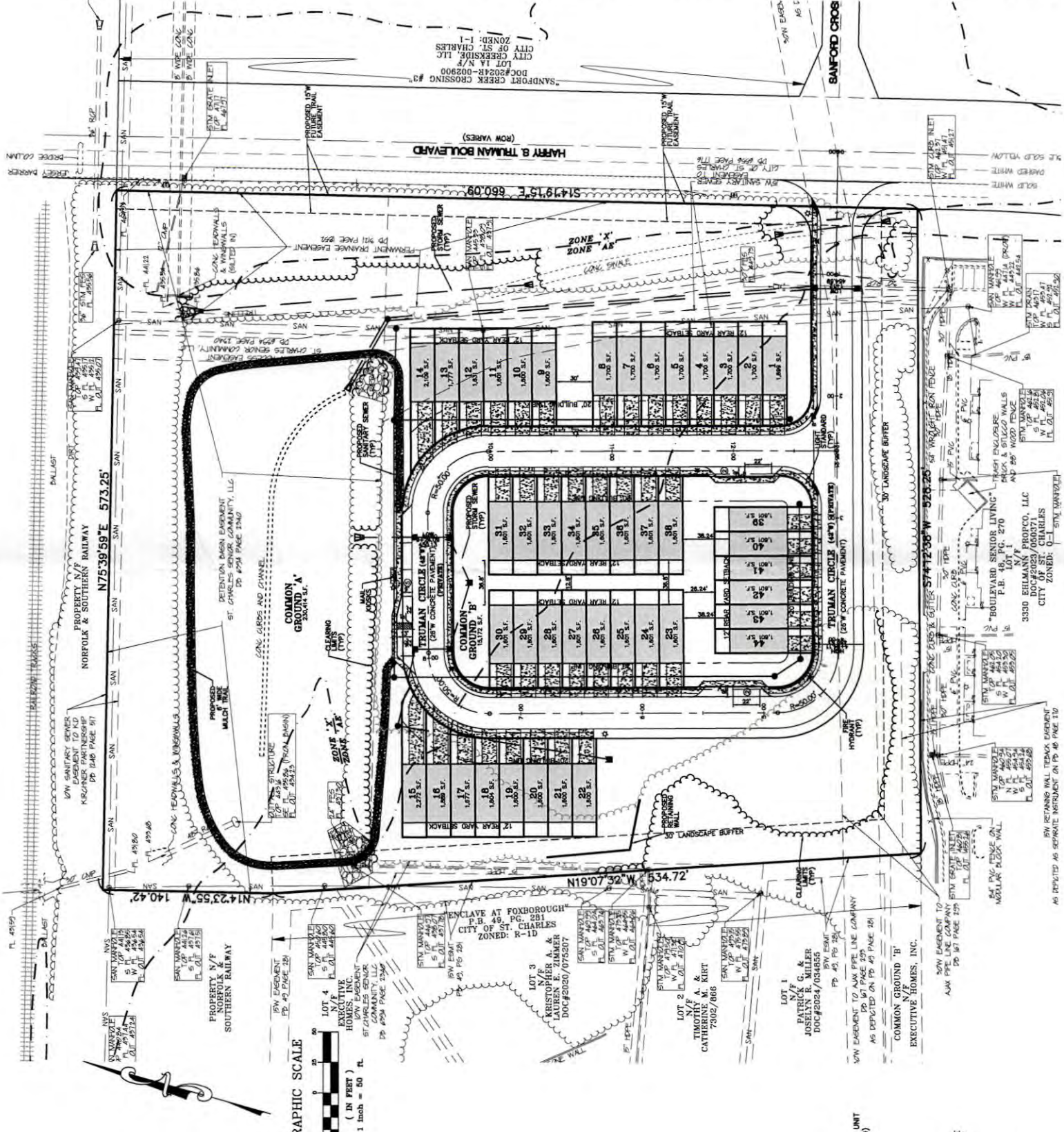
BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF HARRY S. TRUMAN BOULEVARD (WITH VARIES); SAID POINT BEING THE SOUTH WEST CORNER OF SAID TRACT LIVING; A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 48, PAGE 270 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, BEING PLANNING 34, SUBDIVISION 14, DEGREES 12 MINUTES 38 SECONDS WEST 528.25 FEET TO A POINT; SAID POINT BEING THE SOUTH EAST CORNER OF A BLOCK 16, PLAT 20, ST. CHARLES COUNTY, MISSOURI RECORDS, BEING PLANNING 34, SUBDIVISION 14, DEGREES 12 MINUTES 38 SECONDS WEST 528.25 FEET TO A POINT; SAID POINT BEING THE SOUTH WEST CORNER OF SAID TRACT LIVING; THENCE WITH THE EAST LINE OF SAID PLAT, NORTH 10 DEGREES 07 MINUTES 14 SECONDS WEST 140.42 FEET TO A POINT; THENCE NORTH 75 DEGREES 30 MINUTES 58 SECONDS EAST 574.25 FEET TO A POINT; THENCE ALONG THE RIGHT-OF-WAY LINE, SOUTH 14 DEGREES 19 MINUTES 15 SECONDS EAST 660.09 FEET TO THE POINT OF BEGINNING, CONTAINING 6.50 ACRES

TYPICAL LOT



SHEET INDEX:

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



DEVELOPMENT NOTES:

- TOTAL GROSS AREA OF TRACT: 6.50 ACRES
- EXISTING ZONING: I-1 - LIGHT INDUSTRIAL DISTRICT
- PROPOSED ZONING: PD-R (M/R-3A UNDERLYING ZONING)
- PROPOSED UNITS: 44 UNITS
- CURRENT OWNER: THE CROSSING, LLC
239 FOX HILL ROAD
ST. CHARLES, MO 63301
- DEVELOPER: THE CROSSING, LLC
239 FOX HILL ROAD
ST. CHARLES, MO 63301
- THIS PROPERTY IS SERVED BY THE FOLLOWING UTILITY COMPANIES:
ST. CHARLES ELECTRIC CO. (ST. CHARLES ELECTRIC)
ST. CHARLES WATER & SEWER DISTRICT (ST. CHARLES WATER)
ST. CHARLES SANITARY DISTRICT (ST. CHARLES SANITARY)
ST. CHARLES TELEPHONE CO. (ST. CHARLES TELEPHONE)
ST. CHARLES SCHOOL DISTRICT (ST. CHARLES SCHOOL)

- R-3A ZONING SETBACK REQUIREMENTS:
FRONT YARD: 20'
SIDE YARD: 7'
REAR YARD: 5'
- MINIMUM DISTANCE (HORIZ) BETWEEN BLDGS = 30'
- MINIMUM LOT WIDTH = 75'
- MINIMUM STREET FRONTAGE = 25'
- MINIMUM LOT AREA = 10,000 S.F.
- MAXIMUM BUILDING HEIGHT = 3 STORES OR 45'
- MAXIMUM LOT COVERAGE = 40%
- DENSITY = NOT TO EXCEED 18 UNITS/ACRES
BUFFER YARD = 30'(AGAINST LARGER RESIDENTIAL)
POND HIGHWATER SETBACK = 30'

- REQUESTED EVALUATIONS:
FRONT YARD = 20'
SIDE YARD = 0'
REAR YARD = 12'
MINIMUM LOT WIDTH = 20'
MINIMUM LOT AREA = 1600 S.F.
MAXIMUM LOT COVERAGE = 60%
MINIMUM STREET FRONTAGE = 20'
- ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ST. CHARLES COUNTY, MISSOURI, DATED JANUARY 20, 2016, THIS TRACT LIES PARTIALLY WITHIN ZONE X (OTHER AREAS) DEFINED AS 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.
- UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE OWNER DOES NOT SHOW ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE SHOWN 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.
- MINIMUM LOT AREA PROPOSED = 1,600 S.F. OR 0.036 ACRES
- AVERAGE LOT AREA = 1,659 S.F. OR 0.038 ACRES
- COMMON GROUND AREA = 245,586 S.F. OR 5.63 ACRES
- NET ACREAGE: 6.50 ACRES = 1.18 ACRES (ROW AREA) = 7.32 ACRES
- DENSITY CALC: RESIDENTIAL DENSITY SHALL NOT EXCEED 18 UNITS/ACRE
44 UNITS / 6.50 ACRES = 6.77 UNITS/ACRE
- COMMON OPEN SPACE REQUIREMENT:
PER 30.0% OF THE GROSS AREA OR BE EQUIVALENT TO 1 ACRE FOR EACH 100 PERCENT OF THE GROSS AREA OR BE:
8.50 ACRES X 15% = 1,275 ACRES
44 LOTS X 2.5 PERSONS = 110/100 = 1.1 ACRES
1.275 ACRES REQUIRED; 5.63 ACRES PROVIDED
- LANDSCAPE BUFFERS REQUIREMENTS:
1. TREE PER 30 LINEAL FEET OF FRONTAGE ALONG THE ADJACENT RESIDENTIAL DISTRICT. (SHRUBS ALSO REQUIRED)
534.72' / 30' LF. = 17.82 = 18 TREES REQUIRED
2. SHRUBS PER 30 LINEAL FEET OF FRONTAGE ALONG BUFFER (ALSO EX. TREES TO BE RETAINED ALONG BUFFER)
- SOUTH PROPERTY LINE:
1. TREE PER 30 LINEAL FEET OF FRONTAGE ALONG THE ADJACENT COMMON GROUND AREA (SHRUBS ALSO REQUIRED)
528.25' / 30' LF. = 17.61 = 18 TREES REQUIRED
2. SHRUBS PER 30 LINEAL FEET OF FRONTAGE ALONG BUFFER (ALSO EX. TREES TO BE RETAINED ALONG BUFFER)
- TREE PRESERVATION:
TREES TO BE REMOVED = 114 ACRES (S&P)
TREES TO REMAIN = 1.98 ACRES
- UNITS/LOTS WILL BE SERVED BY CITY OF ST. CHARLES WATER.
- UNITS/LOTS WILL BE SERVED BY CITY OF ST. CHARLES SEWER.
- EXISTING DETENTION PROVIDED.

DISCLAIMER OF RESPONSIBILITY

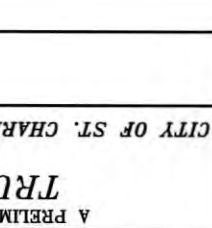
I hereby disclaim any responsibility for all other information, reports or other documents or parts of the architectural or engineering project or survey upon which these submittals are based.



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

COVER SHEET/
 SITE PLAN

A PRELIMINARY DEVELOPMENT PLAN FOR
TRUMAN MEADOWS
 EHLMANN ROAD
 CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301
 PREPARED FOR:
 T.R. HUGHES HOMES
 239 FOX HILL ROAD
 ST. CHARLES, MO 63301
 636-940-9300



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

Box Engineering Company, Inc.
 Missouri State Certificate of Authority
 Surveyors 020144

10/28/25	CITY COMMENTS



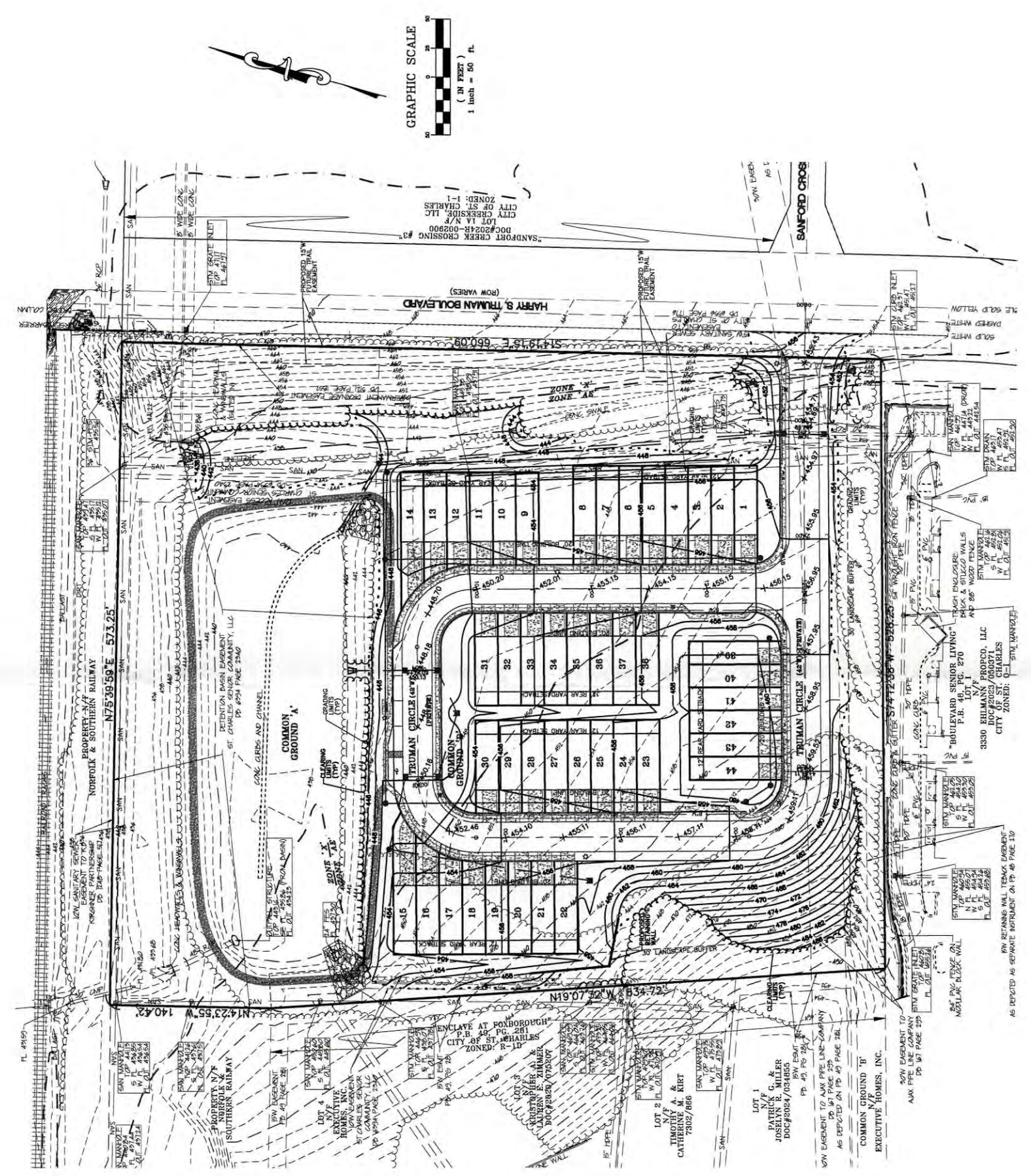
EHL
ENGINEERING
PLANNING
SURVEYING
 221 Point West Blvd.
 St. Charles, MO 63301
 636-628-5652
 FAX 628-1718

Bob Ehlmann, Company, Inc.
 Missouri State Certificate of Authority
 Missouri State Certificate of Authority
 Surveyor License # 000035
 Surveyor License # 000035

DISCLAIMER OF RESPONSIBILITY
 I hereby disclaim any liability for any errors or omissions in this drawing, specifications, estimates, reports or other documents or drawings, and I shall not be held responsible for any use of the same for any purpose other than that intended by me. This disclaimer shall not be construed to limit the liability of the architect or engineer for any negligence or other fault in the performance of their professional duties.


10/08/2025
 DATE
 02-11906FC
 PROJECT NUMBER
 11906FC01e.dwg
 FILE NAME
 JBS
 DESIGNED
 JBS
 CHECKED
 JBS
 2007030831

GRADING
 PLAN



AS NOTED AS SEPARATE INSTRUMENT ON PD 46 PAGE 120

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



**ENGINEERING
 PLANNING
 SURVEYING**

221 Point West Blvd.
 St. Charles, MO 63301
 636-628-5662
 FAX 628-1718

San Engineering Company, Inc.
 Missouri State Certificate of Authority
 Missouri State Certificate of Authority
 Surveyor License # 000655

NO.	DATE	CITY COMMENTS
10/28/25		

DISCLAIMER OF RESPONSIBILITY
 I hereby certify that this plan, specification, estimate, report or other document or part of the architectural or engineering design is based on the information furnished to me by the client and that I am not responsible for any other information not so furnished.

Jeffrey B. Shimmons
 Civil Engineer
 2007050831

10/08/2025
 DATE

02-11906FC
 PROJECT NUMBER

11906FC.dwg
 FILE NAME

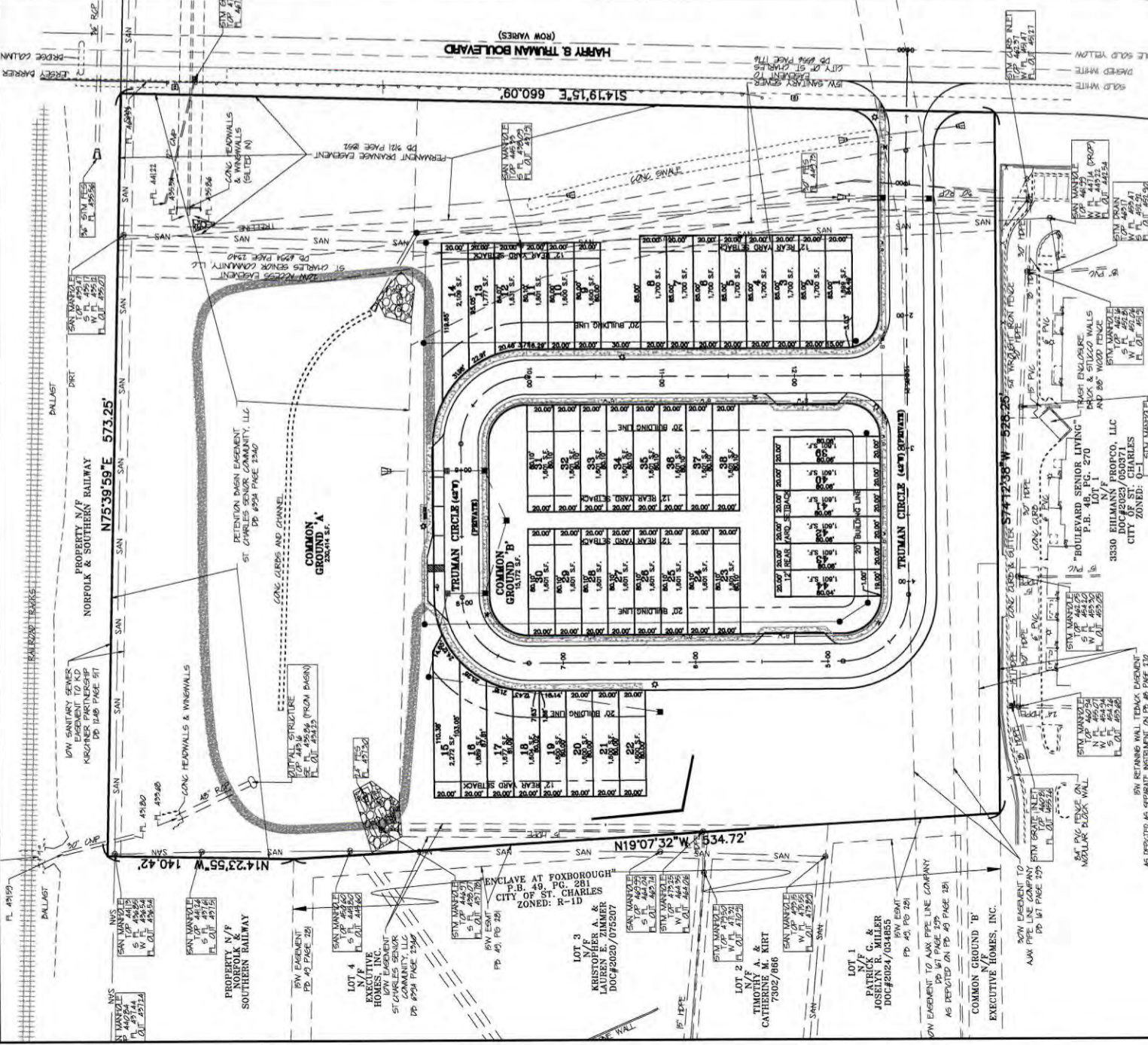
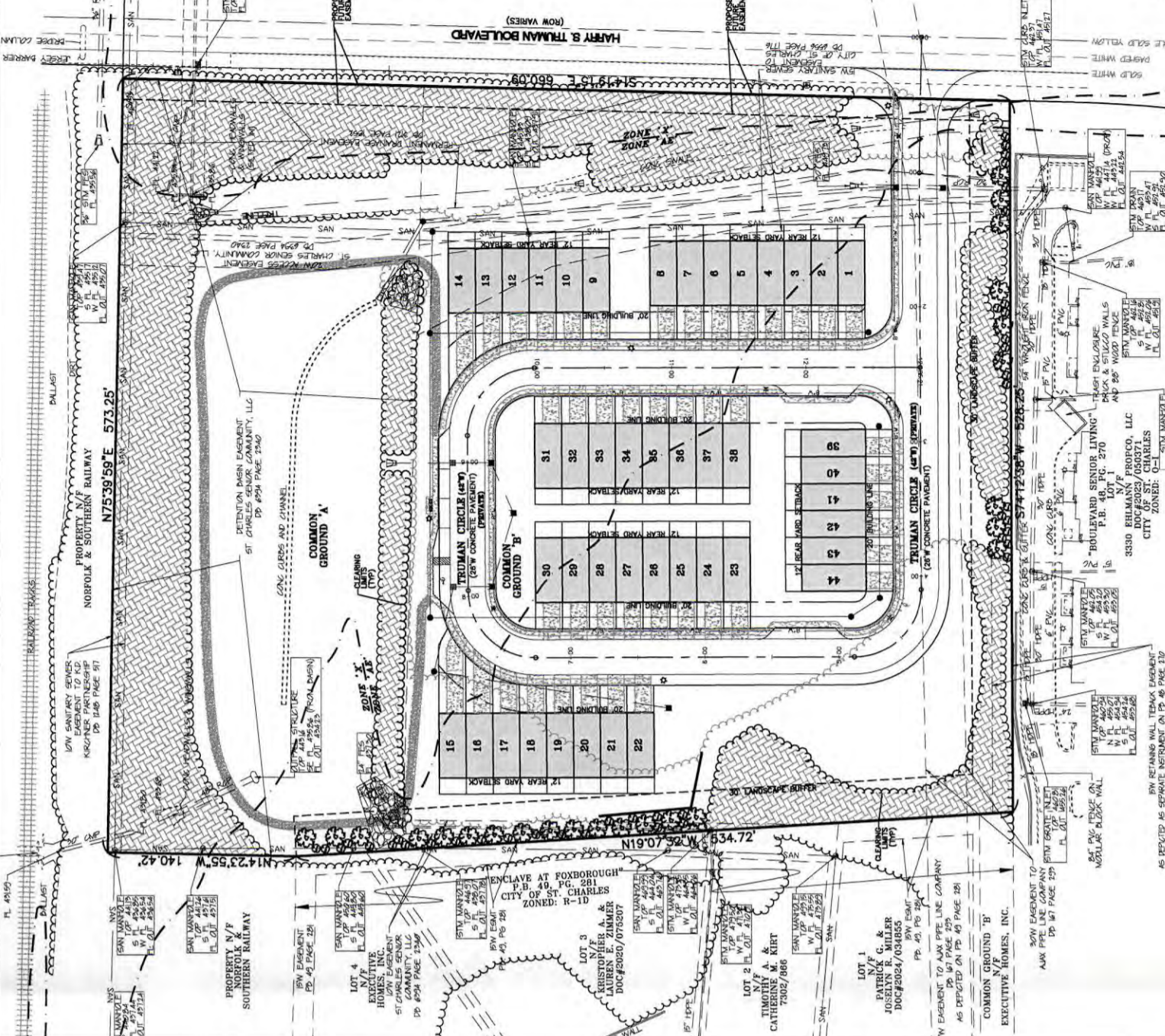
CLM
 DRAWN

JBS
 CHECKED

DESIGNED

LANDSCAPE/
 LOT DETAIL
 PLAN

3 of 3



A REZONING EXHIBIT 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

A REZONING EXHIBIT FOR
TRUMAN MEADOWS
EHLMANN ROAD
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301

PREPARED FOR:
T.R. HUGHES HOMES
239 FOX HILL ROAD
ST. CHARLES, MO 63301
636-940-9300



**ENGINEERING
PLANNING
SURVEYING**

221 Point West Blvd.
St. Charles, MO 63301
636-428-5652

FAX 636-1718

Ear Engineering Company, Inc.
Missouri State Certificate of Authority
Missouri State Certificate of Authority
Professional Engineer No. 000655
Professional Surveyor No. 000144

REVISIONS

NO.	DATE	DESCRIPTION

DISCLAIMER OF RESPONSIBILITY
We accept no responsibility for any errors, omissions, drawings, specifications, estimates, reports or other documents or information prepared by us or our employees. We are not to be used for any part or parts of the architectural or engineering work shown hereon, or for any other work not specifically authorized by my seal.

10/08/2025
DATE

02-11906FC
PROJECT NUMBER

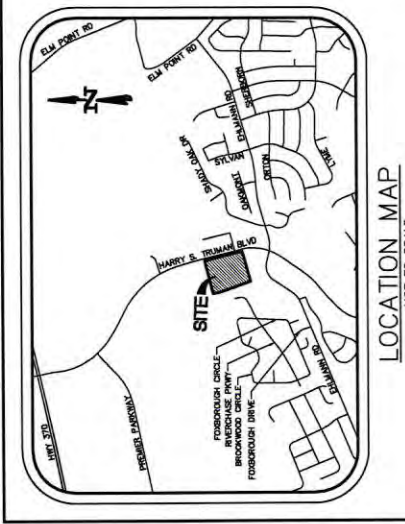
11906FCpre.dwg
FILE NAME

CLM
DRAWN BY

JBS
DESIGNED BY

JBS
CHECKED

**REZONING
EXHIBIT
(R-3A TO PD-R)**







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] For ZT 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.

BACKGROUND

Since their 2023 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. These improvements had not been included in the previously approved plans. Following that discovery, a Stop Work Order was issued to ensure that no additional improvements proceeded north of the 1219 S. Main Street driveway and on the subject property, until proper review and authorization occurred. The owner immediately ceased work in the area and has been cooperative in working with Staff to bring the project back into compliance.

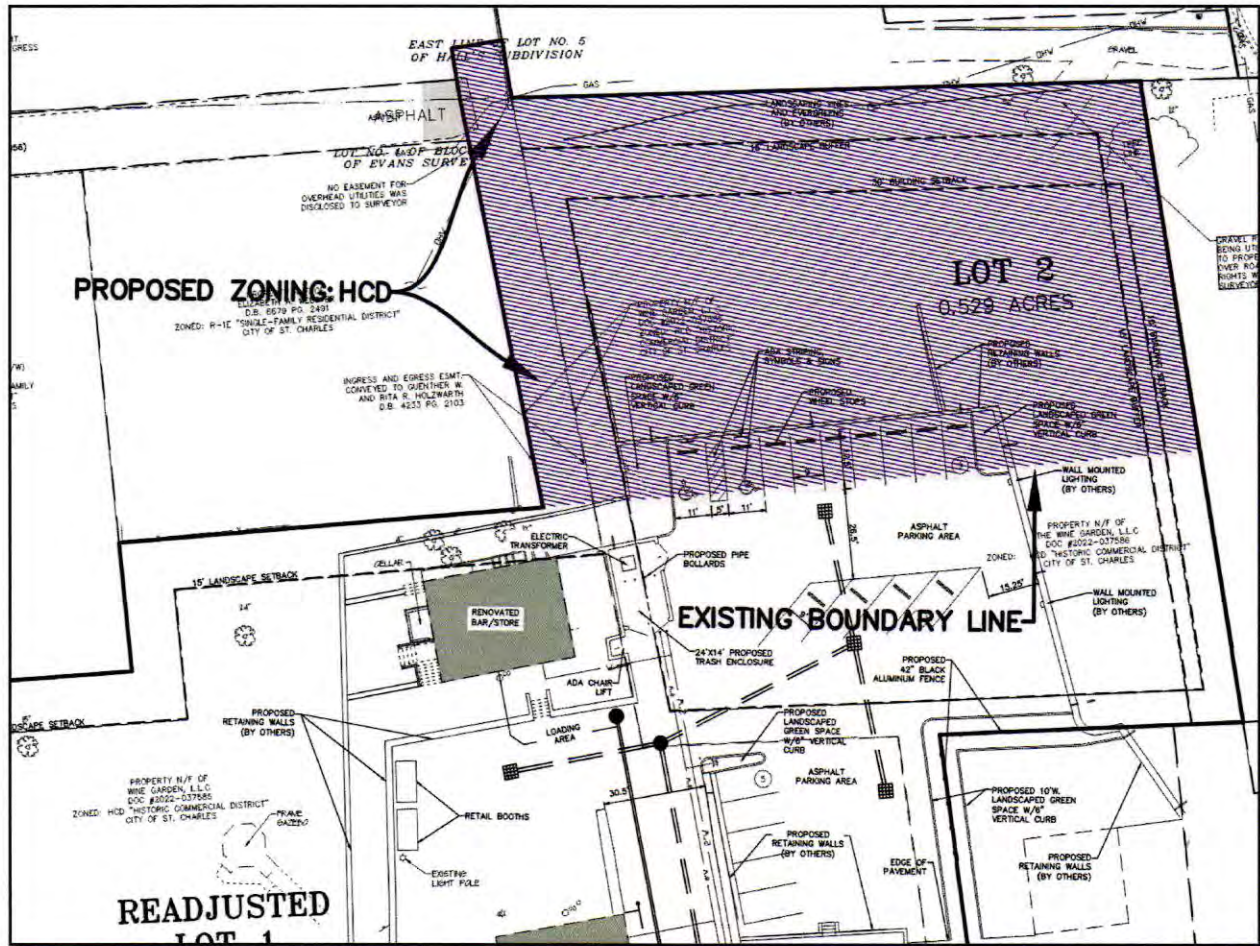


Figure 1: Illustration showing the site improvements encroaching the subject property.

The rezoning and CUP amendment now requested serve 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. Because the Landmarks Board must review all construction and site modifications within the Extended Historic Preservation District, and because the unapproved improvements occurred after the 2023 approvals, the current applications are necessary before the Landmarks Board can take final action.

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.

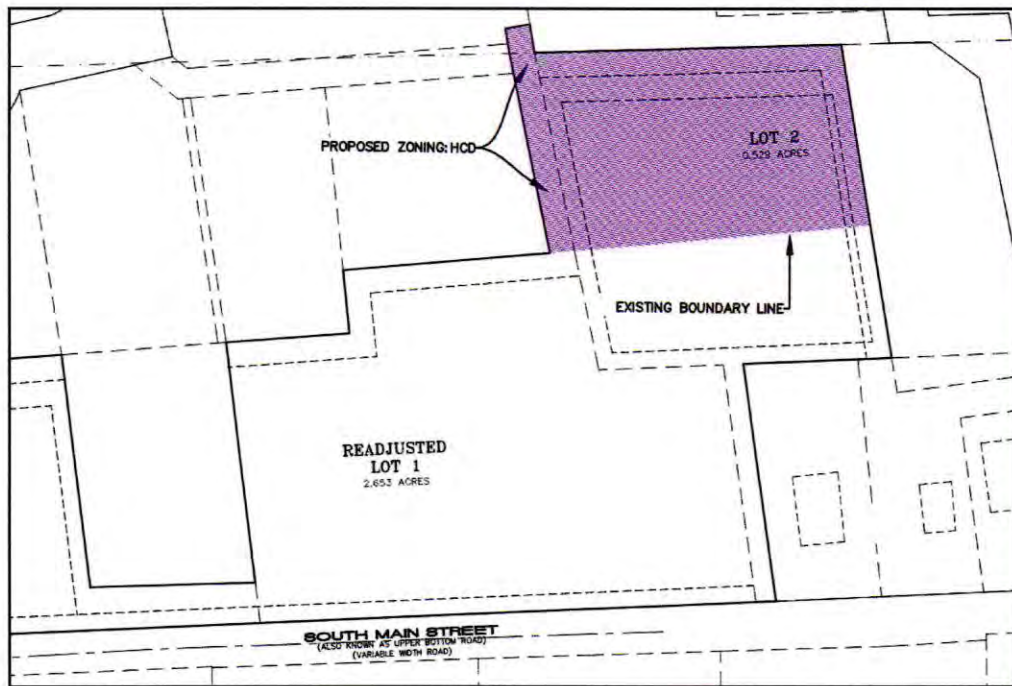


Figure 2: Illustration of the proposed rezoning.

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 Magdziarz 11/20/25
Holly Magdziarz, 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.

 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



Cooperation Agreement
Between City of St. Charles and the
St. Charles County Department of Corrections

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.

Jim Olson 11-21-25

Director of Finance

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 §

<u>Senior Building Inspector</u>	E	60	<u>\$71,622.41</u>	<u>\$100,271.38</u>
<u>Senior Code Enforcement</u>	E	59	<u>\$66,936.84</u>	<u>\$93,711.57</u>
<u>Senior Construction Inspector</u>	E	61	<u>\$76,635.98</u>	<u>\$107,290.38</u>
<u>Senior Financial Analyst</u>	E	62	<u>\$82,000.51</u>	<u>\$114,800.71</u>
<u>Senior GIS Coordinator</u>	E	61	<u>\$76,635.98</u>	<u>\$107,290.38</u>
<u>Senior Human Resource Generalist</u>	E	61	<u>\$76,635.98</u>	<u>\$107,290.38</u>
<u>Senior Management Assistant</u>	E	60	<u>\$71,622.41</u>	<u>\$100,271.38</u>
<u>Senior Planner</u>	E	60	<u>\$71,622.41</u>	<u>\$100,271.38</u>
<u>Senior Shelter Technician</u>	N	58	<u>\$62,557.79</u>	<u>\$87,580.90</u>
<u>Senior Systems Engineer</u>	E	62	<u>\$82,000.51</u>	<u>\$114,800.71</u>
<u>Sewer Maintenance Supervisor</u>	E	63	<u>\$87,740.54</u>	<u>\$122,836.76</u>
<u>Shelter Technician</u>	N	56	<u>\$56,741.77</u>	<u>\$79,438.47</u>
<u>Social Media Specialist</u>	N	57	<u>\$59,578.84</u>	<u>\$83,410.38</u>
<u>Special Events Coordinator</u>	E	55	<u>\$54,039.78</u>	<u>\$75,655.69</u>
<u>Special Events Producer</u>	E	59	<u>\$66,936.84</u>	<u>\$93,711.57</u>
<u>Street Maintenance Supervisor</u>	E	63	<u>\$87,740.54</u>	<u>\$122,836.76</u>
<u>Street Superintendent §</u>	E	66	<u>\$105,616.62</u>	<u>\$147,863.26</u>
<u>Systems Engineer</u>	E	61	<u>\$76,635.98</u>	<u>\$107,290.38</u>
<u>Utilities Superintendent §</u>	E	66	<u>\$105,616.62</u>	<u>\$147,863.26</u>
<u>Utilities Supervisor</u>	E	63	<u>\$87,740.54</u>	<u>\$122,836.76</u>
<u>Utility Locator</u>	N	56	<u>\$56,741.77</u>	<u>\$79,438.47</u>
<u>Visitor Experience Specialist</u>	E	58	<u>\$62,557.79</u>	<u>\$87,580.90</u>
<u>Warrant Officer</u>	N	56	<u>\$56,741.77</u>	<u>\$79,438.47</u>
<u>Water Distribution Supervisor</u>	E	63	<u>\$87,740.54</u>	<u>\$122,836.76</u>

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)

Bill # 14040

MEETING/DATE: 12/16/2025

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 #12).

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 twelfth 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. g



December 16, 2025

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2025 Budget
Budget Amendment# 12

The following budget amendment summary is presented for your consideration.

DONATION

- The Council has pledged to give an additional \$100,000.00 to the amount raised by employees for the We R STC Help a Neighbor Donation. We would like to use General Fund Balance to increase public relations expense by \$100,000.00 for this donation.

Bill No. 14040

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 #12)

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>
	NONE		

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>
100-120-121-733009	PUBLIC RELATIONS	\$100,000.00	

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>
100-199-199-321001	GENERAL FUND BALANCE	\$100,000.00	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 12/10/25
Holly Magdziarz, City Attorney Date

City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # 14041

MEETING/DATE: 12/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 4

Sponsor(s): Mary West

Description:

An ordinance of the City of St. Charles approving a Plan for an industrial development project; authorizing the City to issue Taxable Industrial Revenue Bonds for the Boulders at Southpointe Project; approving a Termination Agreement related to the City's Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025; and authorizing the City to enter into certain agreements and take certain other actions in connection therewith.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This ordinance authorizes the issuance of four series of Chapter 100 Taxable Industrial Revenue Bonds (Boulders at Southpointe Project) ("Bonds") which will provide partial real property tax abatement and sales tax exemption on construction materials in connection with a Residential Project (Series 2026A), a Convenience Store Project (Series 2026B), a Fast Food Project (Series 2026C), and a Coffee Shop Project (2026D). Pursuant to the issuance of the Bonds, the City will take ownership of the "Projects" financed and lease same to Developer with an option to purchase. The Bonds are payable solely from Developer funds. No tax revenues will be used to pay the Bonds. Exhibit A to the ordinance is the Plan & Cost/Benefit Analysis associated with the Bond issuance(s). The remaining exhibits contain forms of the Bond documents.

This Bond issue will replace the Chapter 100 Bonds previously issued pursuant to Ordinance 25-049, which authorized sales tax exemption on construction materials for the project.

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

Fiscal Impact: N/A

Account #: _____

Project #: Boulders at Southpointe Project

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

MEMORANDUM

Date: December 10, 2025
To: Mayor and City of Council
Thru: Lawrence Dobrosky, City Administrator
From: Kory Goodson, Economic Development Specialist
Subject: *Summary of Incentive Package for Southpointe*

The RCA provides a legal description of the Southpointe deal. The purpose of this memo is to provide a summary of costs: extraordinary project costs submitted by the developer, and infrastructure being completed or dedicated to the City - which is above and beyond what was required, and a summary of the negotiated deal points for the proposed development/incentive package. As outlined below, the site has significant challenges and there are upgrades to the City infrastructure that are performed above the needed requirements of the development, which benefit the City's infrastructure. In addition, the developer has agreed to a guaranteed sales tax generation, and a profit share component, if the developer sells the residential portion prior to the abatement period.

Extraordinary Cost Summary

Category 1 – Extraordinary Costs Already Completed (Non-Qualified)

- Site preparation – \$350,900
- Placement of 75,000 cubic yards of imported fill – \$247,500
- Sinkhole excavation and remediation – \$880,000

Subtotal: \$1,478,400

Category 2 – Qualified Extraordinary Costs Related to Roadway, Utilities, and Site Improvements

- Removal and relocation of Hemsath entrance; installation of fully signalized interchange – \$1,390,050
- Oversized stormwater and piping – \$253,000
- Additional sinkhole fill – \$257,400
- Offsite sanitary repair (required but off property) – \$122,000

Subtotal: \$2,022,450

Category 3 – Qualified Extraordinary Costs: Ground and City Signage

- Ground improvements – \$239,580

- City signage – \$100,000

Subtotal: \$339,580

Category 4 – Qualified Extraordinary Costs: Multifamily Upgrades and Site Conditions

- Premium masonry and cement siding – \$1,450,000
- Premium perimeter and interior landscaping – \$190,000
- Upgraded site lighting – \$240,000
- Loop water line and fill requirements – \$250,000
- Foundation walls due to grade – \$250,000
- Sidewalks, premium trash enclosures, and condenser screening – \$90,000

Subtotal: \$2,470,000

Total Extraordinary Costs

- Completed extraordinary costs (Category 1): \$1,478,400
- Remaining extraordinary costs (Categories 2–4): \$4,832,030

Total Extraordinary Costs: \$6,310,430

Specific Items of Inquiry

- Removal and replacement of Hemsath interchange – \$1,968,450
- Oversized stormwater piping – \$253,000

Project Deal Points

- The City will receive 0.84 acres for a City of St. Charles entrance sign.
- The City will receive \$100,000 toward construction of a digital entrance sign to the City.
- Developer will realign Hemsath Road and provide safety improvements.
- 10-year Property Tax Abatement (100% for 5 years, 50% for 5 years).
- Construction sales tax exemption.
- Guaranteed approximately \$1.1M in City Sales Tax over the 10-year period.
- Profit sharing/abatement repayment if residential portion is sold within the 10-year abatement period.

Sponsored By: Mary West

BILL NO. 14041

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. CHARLES, MISSOURI, APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE CITY TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS FOR THE BOULDERS AT SOUTHPOINTE PROJECT; APPROVING A TERMINATION AGREEMENT RELATED TO THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (SOUTHPOINTE DEVELOPMENT PROJECT), SERIES 2025; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of St. Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the "Act") and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, Porterhouse Development LLC, a Missouri limited liability company (the "Developer"), has requested that the City issue: (a) its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A, in the maximum principal amount of \$55,000,000 (the "2026A Bonds"), for the purpose of acquiring approximately 8.77 acres of real property generally located at 350 Hemsath Road in the City and constructing thereon a seven-building residential complex consisting of approximately 213 apartments (the "Residential Project"); (b) its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026B, in the maximum principal amount of \$5,000,000 (the "2026B Bonds"), for the purpose of acquiring approximately 1.47 acres of real property generally located at 350 Hemsath Road in the City and constructing thereon approximately 5,200 square feet of commercial space that is currently expected to contain a convenience store (the "Convenience Store Project"); (c) its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026C, in the maximum principal amount of \$2,500,000 (the "2026C Bonds"), for the purpose of acquiring approximately 1.06 acres of real property generally located at 350 Hemsath Road in the City and constructing thereon approximately 2,161 square feet of commercial space that is currently expected to contain a fast-food restaurant (the "Fast Food Project"); and (d) its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026D, in the maximum principal amount of \$2,500,000 (the "2026D Bonds" and, together with the 2026A Bonds, the 2026B Bonds and the 2026C Bonds, the "Bonds"), for the purpose of acquiring approximately 0.77 acres of real property generally located at 350 Hemsath Road in the City and constructing thereon approximately 2,306 square feet of commercial space that is currently expected to contain a coffee shop (the "Coffee Shop Project" and, together with the Residential Project, the Convenience Store Project and the Fast Food Project, the "Project"); and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost/Benefit Analysis (the "Plan") has been prepared in the form of **Exhibit A**; and

WHEREAS, notice of the City’s consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, pursuant to Ordinance No. 25-049, the City issued its Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025 (the “2025 Bonds”), for the purpose of providing sales and use tax exemption on qualified construction materials related to the construction of the Project; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue the Bonds and finance the costs of the Project from the proceeds of the Bonds; (3) lease each portion of the Project to the Developer; (4) enter into the Development and Performance Agreement (as defined below) with the Developer, under which the Developer will make certain payments in lieu of taxes to the City, make certain infrastructure improvements and undertake other promises for the benefit of the City; and (5) enter into the Termination Agreement (as defined below) with the Developer and the Trustee, under which the documents related to the 2025 Bonds will be terminated; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain documents and take certain other actions as herein provided;

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

Section 1. Approval of the Plan. The City Council hereby approves the Plan.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase and construction of the Project in the manner and as more particularly described in the Indentures and the Leases hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto to provide funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indentures and shall have such terms, provisions, covenants and agreements as are set forth in the Indentures.

Section 4. Termination of Prior Documents. The City hereby approves the termination of certain documents associated with the 2025 Bonds pursuant to the Termination Agreement hereinafter authorized. The issuance of the Bonds will allow the Developer to continue to receive sales and use tax exemption on qualified building materials for the construction of the Project, as described in the Plan.

Section 5. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Leases. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indentures (the “Trustee”), as security for the payment of the Bonds as provided in the Indentures. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the “State”) or any other political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation.

Section 6. Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, the “City Documents”), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the documents, such officials’ signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the “Indentures”) for each series of Bonds between the City and the Trustee, in substantially the forms attached as **Exhibit B**, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Leases to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions set forth in the Indentures.

(b) Special Warranty Deed for each portion of the Project from the Developer, as grantor, to the City, as grantee, in substantially the forms attached as **Exhibit C**, pursuant to which the Developer will transfer fee title to each portion of the Project Site to the City.

(c) Lease Agreement (the “Leases”) for each portion of the Project between the City and the Developer, in substantially the forms attached as **Exhibit D**, pursuant to which the City will lease each portion of the Project to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

(d) Bond Purchase Agreement for each series of Bonds between the City and the Developer, in substantially the forms attached as **Exhibit E**, pursuant to which the Developer will purchase each series of the Bonds.

(e) Development and Performance Agreement (the “Performance Agreement”) between the City and the Developer, in substantially the form attached as **Exhibit F**, pursuant to which the Developer will (i) make certain payments in lieu of taxes for the Residential Project, (ii) make certain infrastructure improvements and (iii) undertake other promises for the benefit of the City.

(f) Termination Agreement (the “Termination Agreement”) among the City, the Developer and the Trustee, in substantially the form attached as **Exhibit G**, pursuant to which the documents associated with the 2025 Bonds will be terminated.

(g) Omnibus Amendment among the City, the Developer and the Trustee, in substantially the form of **Exhibit H**, to amend the legal description of the Project Site for the Convenience Store Project in connection with a boundary adjustment to accommodate a reconfigured Hemsath Road.

Section 7. Execution of Documents. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication, for and on behalf of and as the act and deed of the City, in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action and execute such other documents, certificates and

instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor and the Director of Administration are hereby authorized, through the term of the Lease, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of any portion of the Project by the Developer, including but not limited to subordination and non-disturbance agreements, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Developer) as may be required to carry out and comply with the intent of this Ordinance and the City Documents. The Mayor and the Director of Administration are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds, the Indentures or the Leases as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amounts of the Bonds, increase the term of the Leases or the economic incentives provided therein, waive an event of default or materially change the nature of the transaction unless approved by the City Council. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 9. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

Section 10. Acknowledgement of Pledge. The City hereby acknowledges that the Bonds may be pledged to one or more lenders, their successors and assigns as security for financing to be provided to the Developer by such lenders. The City is authorized to execute an acknowledgement of such pledge in form and substance acceptable to the lenders and the City Attorney. The City's attorneys are authorized and directed to request the Trustee to execute an acknowledgement of such pledge in form and substance acceptable to the lenders and to note the lenders as owners of the Bonds on the bond register.

Section 11. Severability. If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 12. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

[Remainder of Page Intentionally Left Blank]

DATE PASSED: _____, 2025.

DATE APPROVED BY MAYOR: _____, 2025.

Michael Galba, Presiding Officer

Daniel J. Borgmeyer, Mayor



(SEAL)

ATTEST:

By: _____
Kimberly Hudson, City Clerk

Approved as to Form:

Holly Magdziaz
Holly Magdziaz, City Attorney

12/10/2025
Date

EXHIBIT A
PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS

[On file in the office of the City Clerk]

CITY OF ST. CHARLES, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS**

FOR

BOULDERS AT SOUTHPOINTE

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ATTACHMENT A - SUMMARY OF KEY ASSUMPTIONS

EXHIBIT 1 - SUMMARY OF COST/BENEFIT ANALYSIS

EXHIBIT 2 - PROJECTED REAL PROPERTY TAX REVENUES WITHOUT ABATEMENT

EXHIBIT 3 - PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES

* * *

CITY OF ST. CHARLES, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS
PORTERHOUSE DEVELOPMENT LLC

I. PURPOSE OF THIS PLAN

The City of St. Charles, Missouri (the "City"), intends to issue four series of taxable industrial revenue bonds in a cumulative principal amount not to exceed \$65,000,000 (the "Bonds") to finance the costs of an industrial development project (the "Project") for the benefit of Porterhouse Development LLC (the "Developer"). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri ("Chapter 100") and Article VI, Section 27(b) of the Missouri Constitution (collectively with Chapter 100, the "Act").

This Plan for an Industrial Development Project and Cost/Benefit Analysis (this "Plan") is intended to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax), of using industrial revenue bonds to finance the Project and to facilitate partial abatement of ad valorem taxes on the bond-financed property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. Chapter 100 authorizes cities, counties, towns and villages (each of which is referred to as a "municipality" in the Act) to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing and industrial development purposes, including the real estate, buildings, fixtures and machinery. Under Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the benefited company will convey title or lease the site on which the industrial development project will be located to the municipality. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) The municipality will immediately lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the benefited company, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the benefited company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes (other than those abated) and assessments with respect to the project and to maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical Chapter 100 transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968)(*en banc*) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966)(*en banc*). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation while the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make payments in lieu of taxes (sometimes referred to as “PILOTs”). The amount of PILOTs is negotiable. The PILOTs are payable by December 31 of each year and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales and Use Tax Exemption. In addition to property tax abatement, qualified building materials can be exempt from sales and use tax if approved by the municipality. The sales and use tax exemption is evidenced by a project exemption certificate issued by the municipality.

III. DESCRIPTION OF THE PARTIES

Porterhouse Development LLC. The Developer was formed for the sole purpose of acquiring, constructing and owning the Project. The Developer is an affiliate of Clearpath Development Partners, LLC, a St. Louis-based real estate company with extensive real estate development experience. More information regarding Clearpath Development Partners, LLC can be found at www.clearpathdev.com/.

City of St. Charles, Missouri. The City is a constitutional home rule charter city and political subdivision of the State of Missouri (the “State”). The City is authorized and empowered pursuant to the provisions of the City Charter and the Act to purchase, construct, extend, equip and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Project consists of acquiring approximately 12.07 acres of real property generally located at 350 Hemsath Road in the City (the "Project Site") and constructing thereon a mixed-use development consisting of approximately 213 residential apartments (the "Residential Project") and approximately 9,667 square feet of retail and commercial space (the "Commercial Project" and, together with the Residential Project, the "Project Improvements"). For purposes of this Plan, the construction of the Project Improvements on the Project Site is referred to as the "Project." The Developer intends to commence construction of the Project Improvements in early 2026. The Developer expects the Residential Project and the first phase of the Commercial Project to be complete by the end of 2027.

The Commercial Project will be located on three parcels, one of which is currently expected to contain a convenience store (the "Convenience Store Project"), one of which is currently expected to contain a fast-food restaurant (the "Fast Food Project"), and one of which is currently expected to contain a coffee shop (the "Coffee Shop Project"). A separate series of bonds will be issued for each of the Commercial Projects and for the Residential Project.

B. Estimate of the Costs of the Project. The construction of the Project is estimated to cost \$61,050,000. The estimated costs of the Residential Project and each of the Commercial Projects are shown in the table below. To provide for contingencies, the maximum principal amount of each series of Bonds will be as shown in the table below.

	<u>Estimated Project Cost</u>	<u>Bond Principal Amount</u>
Residential Project	\$52,550,000	\$55,000,000
Convenience Store Project	4,500,000	5,000,000
Fast Food Project	2,000,000	2,500,000
Coffee Shop Project	2,000,000	2,500,000

C. Sources of Funds to be Expended for the Project. The sources of funds to be expended for each portion of the Project will be the proceeds of the Bonds and other available funds of the Developer. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State. No tax revenues will be used to repay the Bonds.

D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. Upon the issuance of the Bonds, the Developer will convey fee title to the Project Site to the City. The City will execute four lease agreements with the Developer, each corresponding to a separate component of the Project and a separate series of Bonds. The City will lease the applicable portion of the Project to the Developer for lease payments equal to the principal of and interest on the corresponding series of Bonds, plus certain PILOTs. Under the terms of each lease agreement, the Developer will have the option to purchase the applicable portion of the Project at any time for nominal consideration, including at the termination of the lease. The Developer expects to assign its interest in the lease agreements for the Commercial Projects (and the corresponding series of Bonds) to the ultimate end users of the Commercial Projects. Unless terminated sooner pursuant to the terms thereof, the lease agreements (and the applicable abatement) will terminate on December 31 of the 9th year following the year in which the Abatement Initiation Date occurs.

The “Abatement Initiation Date” will be January 1 of the year immediately following the year in which the first building of the Residential Project is completed. The first building of the Residential Project is expected to be completed in March 2027, so the Abatement Initiation Date is expected to be January 1, 2028, and the lease of the Project is expected to terminate on December 31, 2037.

E. Affected School District, Community College District, Emergency Service Providers, County and Municipality. The Francis Howell R-III School District, St. Charles County, Missouri, is the school district affected by the Project. The St. Charles Community College is the community college district affected by the Project. The St. Charles County Ambulance District and the St. Charles County Dispatch and Alarm are the emergency service districts (together, the “Emergency Service Districts”) affected by the Project. St. Charles County, Missouri (the “County”) is the county affected by the Project. The City is the municipality affected by the Project. The Cost/Benefit Analysis attached hereto identifies all other property taxing districts affected by the Project.

F. Current Assessed Valuation. The most recent equalized assessed valuation of the real property included in the Project is \$90,771. The Developer estimates the total equalized assessed valuation of the real property included in the Project after substantial completion of the Project Improvements will be \$7,651,617 (\$5,990,889 for the Residential Project and \$1,660,728 for the Commercial Project). The St. Charles County Assessor will make the final determination of the assessed value for all portions of the Project.

G. Payments in Lieu of Taxes. If this Plan is approved by the City, the City intends to issue the Bonds, take possession of the Project and extend tax abatement to the Developer. In each year of the tax abatement period, the Developer will make the following PILOTs:

- In each year before the Abatement Initiation Date occurs, the Developer will make a PILOT equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Emergency Service Districts, but for the City’s ownership.
- In the year in which the Abatement Initiation Date occurs and in each of the four years thereafter (expected to be 2028 through 2032, inclusive), the Developer will make a PILOT equal to the sum of the following:
 - To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the ad valorem real property taxes due to each taxing jurisdiction on the Project Site in 2025 (the “Base Taxes”); and
 - To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City’s ownership of the Project.
- In the next five years (expected to be 2033 through 2037, inclusive), the Developer will make a PILOT equal to the sum of the following:
 - To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes;

- To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to 50% of the ad valorem real property taxes above the Base Taxes that would otherwise be due, but for the City's ownership of the Project; and
- To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

Except as described above with respect to the Emergency Service Districts, all PILOTs, less applicable collection fees, will be disbursed to the taxing jurisdictions in the same proportion as their respective, then-current ad valorem tax levies.

The Developer expects to assign each series of the Bonds (and the corresponding lease agreement) for each Commercial Project to the ultimate end user of that portion of the Project. That assignee will become responsible for paying the PILOTs described above attributable to that Commercial Project.

H. Sales and Use Tax Exemption. Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the Bond documents upon delivery of a project exemption certificate by the City to the Developer. The project exemption certificate may be used by the Developer and its contractors and subcontractors to purchase and pay for, exempt from sales or use tax, certain construction materials to be incorporated into or used up in the Project Improvements. If this Plan is approved by the City, the City intends to deliver a project exemption certificate.

I. Cost/Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatement and exemptions of the Project. The projections in the Cost/Benefit Analysis are estimates based on numerous assumptions set forth in **Attachment A**. Therefore, the actual revenues generated from the Project may be significantly different from those shown in the Cost/Benefit Analysis. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax) and key ancillary benefits expected to be derived from the Project. This Plan does not attempt to quantify the overall economic impact of the Project.

Summary of Cost/Benefit Analysis. **Exhibit 1** provides a summary for each affected taxing district (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax) of (1) the total estimated tax revenues that would be generated if the Project did not receive tax abatement, (2) the total estimated value of the PILOTs to be made for the proposed abatement period and (3) the total estimated value of the abatement. Please note that the actual value of the Project may differ from the estimated value assumed in this Plan and may impact the value of the PILOTs to be made.

Real Property Tax Revenues. **Exhibit 2** provides the projected real property tax revenues that would be generated if the Project did not receive tax abatement. **Exhibit 3** provides the projected value of the PILOTs based on the estimated assessed value of the Project after completion.

Refer to **Attachment A** for the assumptions related to the determination of the assessed values and the tax formulas.

Sales and Use Tax Exemption. The City will grant a sales and use tax exemption on the qualified building materials necessary to construct the Project Improvements. For purposes of determining the impact of the sales and use tax exemption on the qualified building materials on the affected taxing jurisdictions granted by the City, it was assumed that:

- \$24,420,000 (40% of the total costs of the Project Improvements) will be allocated to construction material costs;
- the applicable sales tax rate is 7.950%, of which 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- the applicable use tax rate is 7.950%, of which 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- 80% of the qualified construction materials will be subject to the State’s sales tax, and 20% of the qualified construction materials will be subject to the State’s use tax;
- 25% of the qualified construction materials will be subject to the County’s sales tax, and 75% of the qualified construction materials will be subject to the County’s use tax; and
- 5% of the qualified construction materials will be subject to the City’s sales tax, and 95% will be subject to the City’s use tax.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions. Based on the assumptions set forth above, the net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately \$1,941,390, allocated as follows:

	<u>Sales Tax</u>	<u>Use Tax</u>	<u>Total</u>
State of Missouri	\$825,396	\$206,349	\$1,031,745
St. Charles County	105,311	315,934	421,245
City of St. Charles	<u>24,420</u>	<u>463,980</u>	<u>488,400</u>
Total	\$955,127	\$986,263	\$1,941,390

Ancillary Project Benefits. The City believes that the Developer’s investment in the Project will create construction jobs, spur additional investment in the City and bring new tenants to the City. Additionally, construction of the Project will enhance the aesthetics and vibrancy of the Project Site and the surrounding area. These ancillary impacts were not measured for purposes of this Plan.

V. ADDITIONAL COMMUNITY BENEFITS

Community Improvements. During construction of the Project, the Developer will pay \$100,000 to the City for the construction of an electronic “Entrance to St. Charles” sign. The sign will be constructed on an approximately 0.84-acre parcel adjacent to the Project Site. The Developer will also construct road improvements adjacent to the Project Site to enhance the flow of traffic and eliminate sightline concerns along Arena Parkway. Those road improvements will include (1) removing the existing intersection of South Hemsath Road and Arena Parkway, and replacing it with a right-turn-only entrance into the Project Site, and (2) constructing a fully signalized intersection between North Hemsath Road and Arena Parkway. Additionally, the Developer will install oversized stormwater piping to accommodate offsite flows and improve drainage in the area. These community improvements were not measured for purposes of this Plan.

Contractual Payments. If the amount of sales tax that the City receives from the Commercial Projects and the Project Site for each year, beginning in the year in which the Abatement Initiation Date occurs, is less than the City’s aggregate sales tax rate multiplied by the following benchmarks, the Developer shall pay to the City a Contractual Payment equal to the difference between (1) the amount of sales tax generated by the Commercial Projects and the Project Site and actually received by the City and (2) the amount of sales tax that the City would have received if the following benchmarks had been attained:

Year 1	Year 2	Year 3	Year 4	Year 5
\$3,200,000	\$4,464,000	\$5,593,280	\$5,705,146	\$5,819,249
Year 6	Year 7	Year 8	Year 9	Year 10
\$5,935,633	\$6,054,346	\$6,175,433	\$6,298,942	\$6,424,921

Any payment described above will be due within 30 days after the City sends the Developer written notice of the amount due.

VI. ASSUMPTIONS AND BASIS OF PLAN

This Plan includes assumptions that impact the amount of the abatement proposed for the Project. See **Attachment A** for a summary of these assumptions.

In addition to the foregoing, to complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City and its counsel, representatives of the Developer and its counsel, and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided by other parties and has not independently verified the accuracy, completeness or fairness of such information provided by other parties.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The Developer will invest approximately \$61,050,000 to construct the Project Improvements. The Developer will invest approximately \$8,500,000 to construct the Commercial Project (\$4,500,000 for the Convenience Store Project, \$2,000,000 for the Fast Food Project, and \$2,000,000 for the Coffee Shop Project) and approximately \$52,550,000 to construct the Residential Project.

2. The first building of the Residential Project will be completed in 2027, so the Abatement Initiation Date will be January 1, 2028.

3. The Project will be owned by the City and initially leased to the Developer with an option to purchase. While the Project is owned by the City, it will be exempt from ad valorem property taxes.

4. The Project will be excluded from the calculation of ad valorem real property taxes from 2028 through 2037 (i.e., the year in which the Abatement Initiation Date occurs and the nine years thereafter).

5. The Developer will make the following PILOTs:

- In the year in which the Abatement Initiation Date occurs and in each of the four years thereafter (expected to be 2028 through 2032, inclusive), the Developer will make a PILOT equal to the sum of the following:

- To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the ad valorem real property taxes due to each taxing jurisdiction on the Project Site in 2025 (the “Base Taxes”); and

- To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City’s ownership of the Project.

- In the next five years (expected to be 2033 through 2037, inclusive), the Developer will make a PILOT equal to the sum of the following:

- To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes;

- To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to 50% of the ad valorem real property taxes above the Base Taxes that would otherwise be due, but for the City’s ownership of the Project; and

- To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City’s ownership of the Project.

This Cost/Benefit Analysis has been prepared on the basis of factual information and assumptions provided to Gilmore & Bell, P.C. by, or on behalf of, the City and the Developer. This information is provided in conjunction with our legal representation of the City, as its bond counsel, for this transaction. The information in this Cost/Benefit Analysis is not intended as financial advice or a financial recommendation to the City, the Developer, or any other taxing jurisdiction that may be affected by the Project. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934.

6. As shown above, this Plan assumes the Emergency Service Districts will elect a reimbursement rate equal to 100% of the taxes they would have otherwise received.

7. Real property taxes are calculated using the following formula:

$$(\text{Assessed Value} * \text{Tax Rate})/100$$

8. A portion of the Project Site is currently assessed as residential property, and a portion of the Project Site is currently assessed as agricultural property. After completion of the Project Improvements, the Residential Project will be assessed as residential property and the Commercial Project will be assessed as commercial property.

9. The total equalized assessed valuation of the real property included in the Project after construction of the Project Improvements will be \$7,651,617 (\$5,990,889 for the Residential Project and \$1,660,728 for the Commercial Project). This value was calculated using an appraised value of the Project after construction of the Project Improvements equal to 60% of the total project costs for the Commercial Project and the Residential Project, plus the current assessed value of the land on which the Commercial Project and the Residential Project will be constructed.

10. The Project will be assessed in the first full year after construction is complete. The Project will be reassessed every odd-numbered year thereafter. An estimated growth rate of 3% has been assumed for each reassessment.

11. The tax rates used in this Plan reflect the rates in effect for the 2025 tax year. The tax rates were held constant through the 2037 tax year.

* * *

This Cost/Benefit Analysis has been prepared on the basis of factual information and assumptions provided to Gilmore & Bell, P.C. by, or on behalf of, the City and the Developer. This information is provided in conjunction with our legal representation of the City, as its bond counsel, for this transaction. The information in this Cost/Benefit Analysis is not intended as financial advice or a financial recommendation to the City, the Developer, or any other taxing jurisdiction that may be affected by the Project. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934.

EXHIBIT 1

SUMMARY OF COST/BENEFIT ANALYSIS

Taxing Jurisdiction	Tax Rate	Projected Tax		Projected PILOT Payments	Projected Tax Abatement
		Revenues Without Abatement			
Missouri State Tax	0.3000	\$ 247,397	\$ 66,948	\$ 180,449	
St. Charles County Road & Bridge	0.1687	139,120	37,647	101,473	
St. Charles County Library District	0.1668	137,553	37,223	100,330	
St. Charles County Ambulance District	0.3175	261,828	261,828	-	
St. Charles County Dev. Disability	0.1068	88,073	23,833	64,240	
St. Charles County Dispatch & Alarm	0.0324	26,719	26,719	-	
St Charles Community College	0.1569	129,389	35,014	94,375	
City of St Charles	0.7549	622,533	168,463	454,070	
Francis Howell R-III School District	3.9769	3,279,577	887,483	2,392,093	
Commercial Surcharge*	0.5300	94,862	29,384	65,478	
	6.5109	\$ 5,027,051	\$ 1,574,544	\$ 3,452,507	

*Commercial Surcharge only applies to the Commercial Project.

EXHIBIT 2

PROJECTED REAL PROPERTY TAX REVENUES WITHOUT ABATEMENT

Estimated Assessed Value of Commercial Project	\$ 1,660,728	\$ 1,710,550	\$ 1,710,550	\$ 1,761,866	\$ 1,761,866	\$ 1,814,722	\$ 1,814,722	\$ 1,869,164	\$ 1,869,164	\$ 1,925,239
Estimated Assessed Value of Residential Project	\$ 5,990,889	\$ 6,170,616	\$ 6,170,616	\$ 6,355,735	\$ 6,355,735	\$ 6,546,407	\$ 6,546,407	\$ 6,742,799	\$ 6,742,799	\$ 6,945,083
Total Estimated Assessed Value of Project	\$ 7,651,617	\$ 7,881,166	\$ 7,881,166	\$ 8,117,601	\$ 8,117,601	\$ 8,361,129	\$ 8,361,129	\$ 8,611,962	\$ 8,611,962	\$ 8,870,321

Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Missouri State Tax	0.3000	\$ 22,955	\$ 23,644	\$ 23,644	\$ 24,353	\$ 24,353	\$ 25,083	\$ 25,083	\$ 25,836	\$ 25,836	\$ 26,611	\$ 247,397
St. Charles County Road & Bridge	0.1687	12,908	13,296	13,296	13,694	13,694	14,105	14,105	14,528	14,528	14,964	139,120
St. Charles County Library District	0.1668	12,763	13,146	13,146	13,540	13,540	13,946	13,946	14,365	14,365	14,796	137,553
St. Charles County Ambulance District	0.3175	24,294	25,023	25,023	25,773	25,773	26,547	26,547	27,343	27,343	28,163	261,828
St. Charles County Dev. Disability	0.1068	8,172	8,417	8,417	8,670	8,670	8,930	8,930	9,198	9,198	9,474	88,073
St. Charles County Dispatch & Alarm	0.0324	2,479	2,554	2,554	2,630	2,630	2,709	2,709	2,790	2,790	2,874	26,719
St Charles Community College	0.1569	12,005	12,366	12,366	12,737	12,737	13,119	13,119	13,512	13,512	13,918	129,389
City of St Charles	0.7549	57,762	59,495	59,495	61,280	61,280	63,118	63,118	65,012	65,012	66,962	622,533
Francis Howell R-III School District	3.9769	304,297	313,426	313,426	322,829	322,829	332,514	332,514	342,489	342,489	352,764	3,279,577
Commercial Surcharge*	0.5300	8,802	9,066	9,066	9,338	9,338	9,618	9,618	9,907	9,907	10,204	94,862
	6.5109	\$ 466,437	\$ 480,431	\$ 480,431	\$ 494,843	\$ 494,843	\$ 509,689	\$ 509,689	\$ 524,979	\$ 524,979	\$ 540,729	\$ 5,027,051

*Commercial Surcharge only applies to the Commercial Project.

EXHIBIT 3

PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total	
Estimated Assessed Value of Commercial Project	\$ 1,660,728	\$ 1,710,550	\$ 1,710,550	\$ 1,761,866	\$ 1,761,866	\$ 1,814,722	\$ 1,814,722	\$ 1,869,164	\$ 1,869,164	\$ 1,925,239		
Estimated Assessed Value of Residential Project	\$ 5,990,889	\$ 6,170,616	\$ 6,170,616	\$ 6,355,735	\$ 6,355,735	\$ 6,546,407	\$ 6,546,407	\$ 6,742,799	\$ 6,742,799	\$ 6,945,083		
Total Estimated Assessed Value of Project	\$ 7,651,617	\$ 7,881,166	\$ 7,881,166	\$ 8,117,601	\$ 8,117,601	\$ 8,361,129	\$ 8,361,129	\$ 8,611,962	\$ 8,611,962	\$ 8,870,321		
PILOT Payment ⁽¹⁾ (all entities but Emergency Service Districts)	0%	0%	0%	0%	0%	0%	50%	50%	50%	50%	50%	
PILOT Payment ⁽¹⁾ (Emergency Service Districts)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Missouri State Tax	0.3000	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 2,874
St. Charles County Road & Bridge	0.1687	153	153	153	153	153	153	153	153	153	153	1,635
St. Charles County Library District	0.1668	151	151	151	151	151	151	151	151	151	151	1,618
St. Charles County Ambulance District	0.3175	24,294	25,023	25,023	25,773	25,773	26,547	26,547	27,343	27,343	28,163	281,828
St. Charles County Dev. Disability	0.1068	97	97	97	97	97	97	97	97	97	97	1,034
St. Charles County Dispatch & Alarm	0.0324	2,479	2,554	2,554	2,630	2,630	2,709	2,709	2,790	2,790	2,874	29,819
St Charles Community College	0.1569	142	142	142	142	142	142	142	142	142	142	1,514
City of St Charles	0.7549	685	685	685	685	685	685	685	685	685	685	7,284
Francis Howell R-III School District	3.9769	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	37,992
Commercial Surcharge*	0.5300	476	476	476	476	476	476	476	476	476	476	5,048
	6.5109	\$ 32,360	\$ 33,163	\$ 33,163	\$ 33,991	\$ 33,991	\$ 34,823	\$ 34,823	\$ 35,655	\$ 35,655	\$ 36,487	\$ 380,144

*Commercial Surcharge only applies to the Commercial Project.

⁽¹⁾The percentage shown in this row is the percent of taxes required to be paid as a PILOT above the Base Taxes.

CITY OF ST. CHARLES, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS**

FOR

BOULDERS AT SOUTHPOINTE

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* * *

CITY OF ST. CHARLES, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS
PORTERHOUSE DEVELOPMENT LLC

I. PURPOSE OF THIS PLAN

The City of St. Charles, Missouri (the "City"), intends to issue four series of taxable industrial revenue bonds in a cumulative principal amount not to exceed \$65,000,000 (the "Bonds") to finance the costs of an industrial development project (the "Project") for the benefit of Porterhouse Development LLC (the "Developer"). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri ("Chapter 100") and Article VI, Section 27(b) of the Missouri Constitution (collectively with Chapter 100, the "Act").

This Plan for an Industrial Development Project and Cost/Benefit Analysis (this "Plan") is intended to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax), of using industrial revenue bonds to finance the Project and to facilitate partial abatement of ad valorem taxes on the bond-financed property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. Chapter 100 authorizes cities, counties, towns and villages (each of which is referred to as a "municipality" in the Act) to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing and industrial development purposes, including the real estate, buildings, fixtures and machinery. Under Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the benefited company will convey title or lease the site on which the industrial development project will be located to the municipality. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) The municipality will immediately lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the benefited company, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the benefited company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes (other than those abated) and assessments with respect to the project and to maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical Chapter 100 transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968)(*en banc*) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966)(*en banc*). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation while the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make payments in lieu of taxes (sometimes referred to as “PILOTs”). The amount of PILOTs is negotiable. The PILOTs are payable by December 31 of each year and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales and Use Tax Exemption. In addition to property tax abatement, qualified building materials can be exempt from sales and use tax if approved by the municipality. The sales and use tax exemption is evidenced by a project exemption certificate issued by the municipality.

III. DESCRIPTION OF THE PARTIES

Porterhouse Development LLC. The Developer was formed for the sole purpose of acquiring, constructing and owning the Project. The Developer is an affiliate of Clearpath Development Partners, LLC, a St. Louis-based real estate company with extensive real estate development experience. More information regarding Clearpath Development Partners, LLC can be found at www.clearpathdev.com/.

City of St. Charles, Missouri. The City is a constitutional home rule charter city and political subdivision of the State of Missouri (the “State”). The City is authorized and empowered pursuant to the provisions of the City Charter and the Act to purchase, construct, extend, equip and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Project consists of acquiring approximately 12.07 acres of real property generally located at 350 Hemsath Road in the City (the “Project Site”) and constructing thereon a mixed-use development consisting of approximately 213 residential apartments (the “Residential Project”) and approximately 9,667 square feet of retail and commercial space (the “Commercial Project” and, together with the Residential Project, the “Project Improvements”). For purposes of this Plan, the construction of the Project Improvements on the Project Site is referred to as the “Project.” The Developer intends to commence construction of the Project Improvements in early 2026. The Developer expects the Residential Project and the first phase of the Commercial Project to be complete by the end of 2027.

The Commercial Project will be located on three parcels, one of which is currently expected to contain a convenience store (the “Convenience Store Project”), one of which is currently expected to contain a fast-food restaurant (the “Fast Food Project”), and one of which is currently expected to contain a coffee shop (the “Coffee Shop Project”). A separate series of bonds will be issued for each of the Commercial Projects and for the Residential Project.

B. Estimate of the Costs of the Project. The construction of the Project is estimated to cost \$61,050,000. The estimated costs of the Residential Project and each of the Commercial Projects are shown in the table below. To provide for contingencies, the maximum principal amount of each series of Bonds will be as shown in the table below.

	<u>Estimated Project Cost</u>	<u>Bond Principal Amount</u>
Residential Project	\$52,550,000	\$55,000,000
Convenience Store Project	4,500,000	5,000,000
Fast Food Project	2,000,000	2,500,000
Coffee Shop Project	2,000,000	2,500,000

C. Sources of Funds to be Expended for the Project. The sources of funds to be expended for each portion of the Project will be the proceeds of the Bonds and other available funds of the Developer. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State. No tax revenues will be used to repay the Bonds.

D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. Upon the issuance of the Bonds, the Developer will convey fee title to the Project Site to the City. The City will execute four lease agreements with the Developer, each corresponding to a separate component of the Project and a separate series of Bonds. The City will lease the applicable portion of the Project to the Developer for lease payments equal to the principal of and interest on the corresponding series of Bonds, plus certain PILOTs. Under the terms of each lease agreement, the Developer will have the option to purchase the applicable portion of the Project at any time for nominal consideration, including at the termination of the lease. The Developer expects to assign its interest in the lease agreements for the Commercial Projects (and the corresponding series of Bonds) to the ultimate end users of the Commercial Projects. Unless terminated sooner pursuant to the terms thereof, the lease agreements (and the applicable abatement) will terminate on December 31 of the 9th year following the year in which the Abatement Initiation Date occurs.

The “Abatement Initiation Date” will be January 1 of the year immediately following the year in which the first building of the Residential Project is completed. The first building of the Residential Project is expected to be completed in March 2027, so the Abatement Initiation Date is expected to be January 1, 2028, and the lease of the Project is expected to terminate on December 31, 2037.

E. Affected School District, Community College District, Emergency Service Providers, County and Municipality. The Francis Howell R-III School District, St. Charles County, Missouri, is the school district affected by the Project. The St. Charles Community College is the community college district affected by the Project. The St. Charles County Ambulance District and the St. Charles County Dispatch and Alarm are the emergency service districts (together, the “Emergency Service Districts”) affected by the Project. St. Charles County, Missouri (the “County”) is the county affected by the Project. The City is the municipality affected by the Project. The Cost/Benefit Analysis attached hereto identifies all other property taxing districts affected by the Project.

F. Current Assessed Valuation. The most recent equalized assessed valuation of the real property included in the Project is \$90,771. The Developer estimates the total equalized assessed valuation of the real property included in the Project after substantial completion of the Project Improvements will be \$7,651,617 (\$5,990,889 for the Residential Project and \$1,660,728 for the Commercial Project). The St. Charles County Assessor will make the final determination of the assessed value for all portions of the Project.

G. Payments in Lieu of Taxes. If this Plan is approved by the City, the City intends to issue the Bonds, take possession of the Project and extend tax abatement to the Developer. In each year of the tax abatement period, the Developer will make the following PILOTs:

- In each year before the Abatement Initiation Date occurs, the Developer will make a PILOT equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Emergency Service Districts, but for the City’s ownership.
- In the year in which the Abatement Initiation Date occurs and in each of the four years thereafter (expected to be 2028 through 2032, inclusive), the Developer will make a PILOT equal to the sum of the following:
 - To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the ad valorem real property taxes due to each taxing jurisdiction on the Project Site in 2025 (the “Base Taxes”); and
 - To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City’s ownership of the Project.
- In the next five years (expected to be 2033 through 2037, inclusive), the Developer will make a PILOT equal to the sum of the following:
 - To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes;

- To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to 50% of the ad valorem real property taxes above the Base Taxes that would otherwise be due, but for the City's ownership of the Project; and
- To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

Except as described above with respect to the Emergency Service Districts, all PILOTs, less applicable collection fees, will be disbursed to the taxing jurisdictions in the same proportion as their respective, then-current ad valorem tax levies.

The Developer expects to assign each series of the Bonds (and the corresponding lease agreement) for each Commercial Project to the ultimate end user of that portion of the Project. That assignee will become responsible for paying the PILOTs described above attributable to that Commercial Project.

H. Sales and Use Tax Exemption. Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the Bond documents upon delivery of a project exemption certificate by the City to the Developer. The project exemption certificate may be used by the Developer and its contractors and subcontractors to purchase and pay for, exempt from sales or use tax, certain construction materials to be incorporated into or used up in the Project Improvements. If this Plan is approved by the City, the City intends to deliver a project exemption certificate.

I. Cost/Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatement and exemptions of the Project. The projections in the Cost/Benefit Analysis are estimates based on numerous assumptions set forth in **Attachment A**. Therefore, the actual revenues generated from the Project may be significantly different from those shown in the Cost/Benefit Analysis. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax) and key ancillary benefits expected to be derived from the Project. This Plan does not attempt to quantify the overall economic impact of the Project.

Summary of Cost/Benefit Analysis. **Exhibit 1** provides a summary for each affected taxing district (except those taxing jurisdictions that would only receive tax revenues from the commercial surtax) of (1) the total estimated tax revenues that would be generated if the Project did not receive tax abatement, (2) the total estimated value of the PILOTs to be made for the proposed abatement period and (3) the total estimated value of the abatement. Please note that the actual value of the Project may differ from the estimated value assumed in this Plan and may impact the value of the PILOTs to be made.

Real Property Tax Revenues. **Exhibit 2** provides the projected real property tax revenues that would be generated if the Project did not receive tax abatement. **Exhibit 3** provides the projected value of the PILOTs based on the estimated assessed value of the Project after completion.

Refer to **Attachment A** for the assumptions related to the determination of the assessed values and the tax formulas.

Sales and Use Tax Exemption. The City will grant a sales and use tax exemption on the qualified building materials necessary to construct the Project Improvements. For purposes of determining the impact of the sales and use tax exemption on the qualified building materials on the affected taxing jurisdictions granted by the City, it was assumed that:

- \$24,420,000 (40% of the total costs of the Project Improvements) will be allocated to construction material costs;
- the applicable sales tax rate is 7.950%, of which 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- the applicable use tax rate is 7.950%, of which 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- 80% of the qualified construction materials will be subject to the State’s sales tax, and 20% of the qualified construction materials will be subject to the State’s use tax;
- 25% of the qualified construction materials will be subject to the County’s sales tax, and 75% of the qualified construction materials will be subject to the County’s use tax; and
- 5% of the qualified construction materials will be subject to the City’s sales tax, and 95% will be subject to the City’s use tax.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions. Based on the assumptions set forth above, the net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately \$1,941,390, allocated as follows:

	<u>Sales Tax</u>	<u>Use Tax</u>	<u>Total</u>
State of Missouri	\$825,396	\$206,349	\$1,031,745
St. Charles County	105,311	315,934	421,245
City of St. Charles	<u>24,420</u>	<u>463,980</u>	<u>488,400</u>
Total	\$955,127	\$986,263	\$1,941,390

Ancillary Project Benefits. The City believes that the Developer’s investment in the Project will create construction jobs, spur additional investment in the City and bring new tenants to the City. Additionally, construction of the Project will enhance the aesthetics and vibrancy of the Project Site and the surrounding area. These ancillary impacts were not measured for purposes of this Plan.

V. ADDITIONAL COMMUNITY BENEFITS

Community Improvements. During construction of the Project, the Developer will pay \$100,000 to the City for the construction of an electronic “Entrance to St. Charles” sign. The sign will be constructed on an approximately 0.84-acre parcel adjacent to the Project Site. The Developer will also construct road improvements adjacent to the Project Site to enhance the flow of traffic and eliminate sightline concerns along Arena Parkway. Those road improvements will include (1) removing the existing intersection of South Hemsath Road and Arena Parkway, and replacing it with a right-turn-only entrance into the Project Site, and (2) constructing a fully signalized intersection between North Hemsath Road and Arena Parkway. Additionally, the Developer will install oversized stormwater piping to accommodate offsite flows and improve drainage in the area. These community improvements were not measured for purposes of this Plan.

Contractual Payments. If the amount of sales tax that the City receives from the Commercial Projects and the Project Site for each year, beginning in the year in which the Abatement Initiation Date occurs, is less than the City’s aggregate sales tax rate multiplied by the following benchmarks, the Developer shall pay to the City a Contractual Payment equal to the difference between (1) the amount of sales tax generated by the Commercial Projects and the Project Site and actually received by the City and (2) the amount of sales tax that the City would have received if the following benchmarks had been attained:

Year 1	Year 2	Year 3	Year 4	Year 5
\$3,200,000	\$4,464,000	\$5,593,280	\$5,705,146	\$5,819,249
Year 6	Year 7	Year 8	Year 9	Year 10
\$5,935,633	\$6,054,346	\$6,175,433	\$6,298,942	\$6,424,921

Any payment described above will be due within 30 days after the City sends the Developer written notice of the amount due.

VI. ASSUMPTIONS AND BASIS OF PLAN

This Plan includes assumptions that impact the amount of the abatement proposed for the Project. See **Attachment A** for a summary of these assumptions.

In addition to the foregoing, to complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City and its counsel, representatives of the Developer and its counsel, and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided by other parties and has not independently verified the accuracy, completeness or fairness of such information provided by other parties.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The Developer will invest approximately \$61,050,000 to construct the Project Improvements. The Developer will invest approximately \$8,500,000 to construct the Commercial Project (\$4,500,000 for the Convenience Store Project, \$2,000,000 for the Fast Food Project, and \$2,000,000 for the Coffee Shop Project) and approximately \$52,550,000 to construct the Residential Project.
2. The first building of the Residential Project will be completed in 2027, so the Abatement Initiation Date will be January 1, 2028.
3. The Project will be owned by the City and initially leased to the Developer with an option to purchase. While the Project is owned by the City, it will be exempt from ad valorem property taxes.
4. The Project will be excluded from the calculation of ad valorem real property taxes from 2028 through 2037 (i.e., the year in which the Abatement Initiation Date occurs and the nine years thereafter).
5. The Developer will make the following PILOTS:
 - In the year in which the Abatement Initiation Date occurs and in each of the four years thereafter (expected to be 2028 through 2032, inclusive), the Developer will make a PILOT equal to the sum of the following:
 - To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the ad valorem real property taxes due to each taxing jurisdiction on the Project Site in 2025 (the “Base Taxes”); and
 - To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City’s ownership of the Project.
 - In the next five years (expected to be 2033 through 2037, inclusive), the Developer will make a PILOT equal to the sum of the following:
 - To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes;
 - To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to 50% of the ad valorem real property taxes above the Base Taxes that would otherwise be due, but for the City’s ownership of the Project; and
 - To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City’s ownership of the Project.

This Cost/Benefit Analysis has been prepared on the basis of factual information and assumptions provided to Gilmore & Bell, P.C. by, or on behalf of, the City and the Developer. This information is provided in conjunction with our legal representation of the City, as its bond counsel, for this transaction. The information in this Cost/Benefit Analysis is not intended as financial advice or a financial recommendation to the City, the Developer, or any other taxing jurisdiction that may be affected by the Project. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934.

6. As shown above, this Plan assumes the Emergency Service Districts will elect a reimbursement rate equal to 100% of the taxes they would have otherwise received.

7. Real property taxes are calculated using the following formula:

$$(\text{Assessed Value} * \text{Tax Rate})/100$$

8. A portion of the Project Site is currently assessed as residential property, and a portion of the Project Site is currently assessed as agricultural property. After completion of the Project Improvements, the Residential Project will be assessed as residential property and the Commercial Project will be assessed as commercial property.

9. The total equalized assessed valuation of the real property included in the Project after construction of the Project Improvements will be \$7,651,617 (\$5,990,889 for the Residential Project and \$1,660,728 for the Commercial Project). This value was calculated using an appraised value of the Project after construction of the Project Improvements equal to 60% of the total project costs for the Commercial Project and the Residential Project, plus the current assessed value of the land on which the Commercial Project and the Residential Project will be constructed.

10. The Project will be assessed in the first full year after construction is complete. The Project will be reassessed every odd-numbered year thereafter. An estimated growth rate of 3% has been assumed for each reassessment.

11. The tax rates used in this Plan reflect the rates in effect for the 2025 tax year. The tax rates were held constant through the 2037 tax year.

* * *

This Cost/Benefit Analysis has been prepared on the basis of factual information and assumptions provided to Gilmore & Bell, P.C. by, or on behalf of, the City and the Developer. This information is provided in conjunction with our legal representation of the City, as its bond counsel, for this transaction. The information in this Cost/Benefit Analysis is not intended as financial advice or a financial recommendation to the City, the Developer, or any other taxing jurisdiction that may be affected by the Project. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934.

EXHIBIT 1

SUMMARY OF COST/BENEFIT ANALYSIS

Taxing Jurisdiction	Tax Rate	Projected Tax		Projected Tax Abatement
		Revenues Without Abatement	Projected PILOT Payments	
Missouri State Tax	0.3000	\$ 247,397	\$ 66,948	\$ 180,449
St. Charles County Road & Bridge	0.1687	139,120	37,647	101,473
St. Charles County Library District	0.1668	137,553	37,223	100,330
St. Charles County Ambulance District	0.3175	261,828	261,828	-
St. Charles County Dev. Disability	0.1068	88,073	23,833	64,240
St. Charles County Dispatch & Alarm	0.0324	26,719	26,719	-
St Charles Community College	0.1569	129,389	35,014	94,375
City of St Charles	0.7549	622,533	168,463	454,070
Francis Howell R-III School District	3.9769	3,279,577	887,483	2,392,093
Commercial Surcharge*	0.5300	94,862	29,384	65,478
	6.5109	\$ 5,027,051	\$ 1,574,544	\$ 3,452,507

*Commercial Surcharge only applies to the Commercial Project.

EXHIBIT 2

PROJECTED REAL PROPERTY TAX REVENUES WITHOUT ABATEMENT

Estimated Assessed Value of Commercial Project	\$ 1,660,728	\$ 1,710,550	\$ 1,710,550	\$ 1,761,866	\$ 1,814,722	\$ 1,814,722	\$ 1,869,164	\$ 1,869,164	\$ 1,869,164	\$ 1,925,239
Estimated Assessed Value of Residential Project	\$ 5,990,889	\$ 6,170,616	\$ 6,170,616	\$ 6,355,735	\$ 6,546,407	\$ 6,546,407	\$ 6,742,799	\$ 6,742,799	\$ 6,742,799	\$ 6,945,083
Total Estimated Assessed Value of Project	\$ 7,651,617	\$ 7,881,166	\$ 7,881,166	\$ 8,117,601	\$ 8,361,129	\$ 8,361,129	\$ 8,611,962	\$ 8,611,962	\$ 8,611,962	\$ 8,870,321

Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Missouri State Tax	0.3000	\$ 22,955	\$ 23,644	\$ 23,644	\$ 24,353	\$ 24,353	\$ 25,083	\$ 25,083	\$ 25,836	\$ 25,836	\$ 26,611	\$ 247,397
St. Charles County Road & Bridge	0.1687	12,908	13,296	13,296	13,694	13,694	14,105	14,105	14,528	14,528	14,964	139,120
St. Charles County Library District	0.1668	12,763	13,146	13,146	13,540	13,540	13,946	13,946	14,365	14,365	14,796	137,553
St. Charles County Ambulance District	0.3175	24,294	25,023	25,023	25,773	25,773	26,547	26,547	27,343	27,343	28,163	261,828
St. Charles County Dev. Disability	0.1068	8,172	8,417	8,417	8,670	8,670	8,930	8,930	9,198	9,198	9,474	88,073
St. Charles County Dispatch & Alarm	0.0324	2,479	2,554	2,554	2,630	2,630	2,709	2,709	2,790	2,790	2,874	26,719
St Charles Community College	0.1569	12,005	12,366	12,366	12,737	12,737	13,119	13,119	13,512	13,512	13,918	129,389
City of St Charles	0.7549	57,762	59,495	59,495	61,280	61,280	63,118	63,118	65,012	65,012	66,962	622,533
Francis Howell R-III School District	3.9769	304,297	313,426	313,426	322,829	322,829	332,514	332,514	342,489	342,489	352,764	3,279,577
Commercial Surcharge*	0.5300	8,802	9,066	9,066	9,338	9,338	9,618	9,618	9,907	9,907	10,204	94,862
		\$ 466,437	\$ 480,431	\$ 480,431	\$ 494,843	\$ 494,843	\$ 509,689	\$ 509,689	\$ 524,979	\$ 524,979	\$ 540,729	\$ 5,027,051

*Commercial Surcharge only applies to the Commercial Project.

EXHIBIT 3

PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total	
Estimated Assessed Value of Commercial Project	\$ 1,660,728	\$ 1,710,550	\$ 1,710,550	\$ 1,761,866	\$ 1,761,866	\$ 1,814,722	\$ 1,814,722	\$ 1,869,164	\$ 1,869,164	\$ 1,925,239		
Estimated Assessed Value of Residential Project	\$ 5,990,889	\$ 6,170,616	\$ 6,170,616	\$ 6,355,735	\$ 6,355,735	\$ 6,546,407	\$ 6,546,407	\$ 6,742,799	\$ 6,742,799	\$ 6,945,083		
Total Estimated Assessed Value of Project	\$ 7,651,617	\$ 7,881,166	\$ 7,881,166	\$ 8,117,601	\$ 8,117,601	\$ 8,361,129	\$ 8,361,129	\$ 8,611,962	\$ 8,611,962	\$ 8,870,321		
PILOT Payment ⁽¹⁾ (all entities but Emergency Service Districts)	0%	0%	0%	0%	0%	50%	50%	50%	50%	50%	50%	
PILOT Payment ⁽¹⁾ (Emergency Service Districts)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Missouri State Tax	0.3000	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 272	\$ 2,814
St. Charles County Road & Bridge	0.1687	153	153	153	153	153	153	153	153	153	153	1,617
St. Charles County Library District	0.1668	151	151	151	151	151	151	151	151	151	151	1,587
St. Charles County Ambulance District	0.3175	24,294	25,023	25,023	25,773	25,773	26,547	26,547	27,343	27,343	28,163	261,828
St. Charles County Dev. Disability	0.1068	97	97	97	97	97	97	97	97	97	97	1,034
St. Charles County Dispatch & Alarm	0.0324	2,479	2,554	2,554	2,630	2,630	2,709	2,709	2,790	2,790	2,874	26,719
St. Charles Community College	0.1569	142	142	142	142	142	142	142	142	142	142	1,514
City of St Charles	0.7549	685	685	685	685	685	685	685	685	685	685	7,334
Francis Howell R-III School District	3.9769	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	37,483
Commercial Surcharge*	0.5300	476	476	476	476	476	476	476	476	476	476	5,014
		\$ 32,360	\$ 33,163	\$ 33,163	\$ 33,991	\$ 33,991	\$ 34,825	\$ 34,825	\$ 35,674	\$ 35,674	\$ 36,542	\$ 365,448
		\$ 6,5109	\$ 6,7109	\$ 6,7109	\$ 6,9119	\$ 6,9119	\$ 7,1129	\$ 7,1129	\$ 7,3139	\$ 7,3139	\$ 7,5149	\$ 751,448

*Commercial Surcharge only applies to the Commercial Project.

⁽¹⁾The percentage shown in this row is the percent of taxes required to be paid as a PILOT above the Base Taxes.

EXHIBIT B

TRUST INDENTURES

[On file in the office of the City Clerk]

CITY OF ST. CHARLES, MISSOURI,

AND

**UMB BANK, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of January 1, 2026

Relating to:

**\$55,000,000
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(Boulders at Southpointe Project)
Series 2026A**

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- Exhibit C - Form of Bonds
- Exhibit D - Form of Representation Letter

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of January 1, 2026 (this “Indenture”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-__ (the “Ordinance”) on January 6, 2026, authorizing the City to issue its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A, in the maximum principal amount of \$55,000,000 (the “Bonds”), for the purpose of acquiring approximately 8.77 acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, the “Project Site”) and constructing thereon a seven-building multifamily residential complex consisting of approximately 213 apartments (as more fully described on **Exhibit B**, the “Project Improvements” and, together with the Project Site, the “Project”).

3. Pursuant to the Ordinance, the City is authorized to enter into (a) this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) a Special Warranty Deed dated the Closing Date (as defined herein) from Porterhouse Development LLC, a Missouri limited liability company (the “Developer”), as grantor, to the City, as grantee, for the purpose of transferring fee title to the Project Site to the City and (c) a Lease Agreement of even date herewith (the “Lease”) with the Developer for the purpose of leasing the Project back to the Developer for rent sufficient to pay the principal of and interest on the Bonds.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this

Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project, subject to the Developer's rights under the Lease, together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Developer under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all of the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to any words and terms defined in the Lease (which definitions are hereby incorporated by reference) and any words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Abatement Initiation Date” means January 1 of the year immediately following the year in which the first building of the Project is completed.

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

“Additional Rent” means the additional rental payments described in **Section 5.2** of the Lease.

“Approved Investor” means (a) the Developer, (b) an affiliate of the Developer, (c) a Financing Party, (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, as amended, (e) the lessee under the Lease, or (e) any Person approved by the City Council.

“Authorized City Representative” means the Mayor, the Director of Administration or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Developer and the Trustee containing the signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom may perform all duties of an Authorized City Representative.

“Authorized Developer Representative” means the Person at the time designated to act on behalf of the Developer as evidenced by written certificate furnished to the City and the Trustee containing the signature of such Person and signed on behalf of the Developer by an authorized officer of the Developer. Such certificate may designate an alternate or alternates, each of whom may perform all duties of an Authorized Developer Representative.

“Basic Rent” means the rental payments described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A, in the maximum aggregate principal amount of \$55,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of St. Charles, Missouri, Series 2026A Bond Fund – Boulders at Southpointe Project” created in **Section 501**.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of St. Charles, Missouri, a constitutional home rule charter city organized and existing under the laws of the State.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs paid by the Developer from its own funds on or before the Closing Date and, at the Developer’s option, the costs of issuance of the Bonds if such costs are not paid from Bond proceeds.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504**, which shall be deemed executed and filed on December 31, 2028 if not actually executed and filed by December 31, 2028, except as otherwise provided in **Section 4.5** of the Lease.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$55,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Developer” means Porterhouse Development LLC, a Missouri limited liability company, and its successors or assigns.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Fee Deed of Trust” means a fee deed of trust, if any, executed by the Developer in favor of the Lender and recorded against the Project Site.

“Financing Document” means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document related to the Project and executed by or on behalf of, or for the benefit of, a Financing Party, including, without limitation, any loan agreement, credit agreement, mortgage or other document executed in connection with the loans made by the Lender to the Developer.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letter of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf. The Lender is a Financing Party.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundations and parking lots as determined at the expense of the Developer from time to time.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

“Investment Securities” means any investment approved in writing by an Authorized Developer Representative and the Owners of all of the Outstanding Bonds.

“Lease” means the Lease Agreement dated as of January 1, 2026 between the City, as lessor, and the Developer, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

“Lease Term” means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

“Leasehold Mortgage” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease.

“Lender” means the beneficiary of the Fee Deed of Trust, if any, and its successors or assigns.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees, the Trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Outstanding” means, when used in reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds subsequently canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Development and Performance Agreement” means the Development and Performance Agreement dated as of January 1, 2026 between the City and the Developer.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes, special assessments and other governmental charges not then

delinquent, (b) this Indenture, the Lease and the Development and Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to the Lease, any Leasehold Mortgage, the Fee Deed of Trust or any other Financing Document, and (f) such exceptions to title set forth in the ALTA Owner's Policy of Title Insurance, Commitment No. _____, issued by _____.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Developer from time to time before the Completion Date, the same being on file at the principal office of the Developer, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the City, the Trustee and their duly appointed representatives.

"Principal Amount Advanced" means the amount set forth in each requisition certificate submitted to the Trustee in accordance with **Section 4.4** of the Lease and reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

"Project" means, collectively, the Project Site and the Project Improvements as they may at any time exist.

"Project Costs" means all costs of purchasing and constructing the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary for the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) interest accruing on the Bonds until the Completion Date;

(e) the cost of title insurance policies and the cost of any other insurance maintained in accordance with **Article VII** of the Lease until the Completion Date;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, including fees of Bond Counsel, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Developer or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of St. Charles, Missouri, Series 2026A Project Fund – Boulders at Southpointe Project” created in **Section 501**.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds, as more fully described on **Exhibit B**, and all additions, alterations, modifications and improvements thereto made pursuant to the Lease.

“Project Site” means all of the real estate described in **Exhibit A**, together with all improvements now or hereafter located thereon.

“Purchaser” means the Person identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, in its capacity as trustee hereunder, and its successor or successors and any other Person which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 103. Date of Indenture. The dating of this Indenture as of January 1, 2026, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

Section 104. Incorporation.

(a) The Recitals hereof are all incorporated into this Indenture as if fully and completely set out in this Section.

(b) The Exhibits to this Indenture are hereby incorporated into and made a part of this Indenture.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$55,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C**, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of the Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the 15th day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Developer (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payment of principal of such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Developer or any Financing Party is the sole Owner of the Bonds, then the Developer, as lessee under the Lease, may set-off its obligation to the City to pay Basic Rent under the Lease against the City's obligation to the Developer (or such Financing Party), as bondholder, to pay principal of and

interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any written notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Developer, as lessee under the Lease, is deemed to have paid its obligation to the City to pay Basic Rent under the Lease and the City is deemed to have paid its obligation to the Developer (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under this Indenture. On the final Payment Date, the Developer may deliver the Bonds to the Trustee for cancellation, and the Developer shall receive a credit against the Basic Rent payable by the Developer under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation, plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D**. The Trustee shall be fully protected in relying upon such representation letter. The Trustee has no duty or obligation to confirm that any transferee that provides such representation letter is an Approved Investor. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bonds, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder, the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this

Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$55,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on December 1 of the ninth calendar year following the calendar year in which the Abatement Initiation Date occurs (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

- (1) a copy of the Ordinance;
- (2) executed counterparts of this Indenture, the Lease, the Development and Performance Agreement, the Bond Purchase Agreement and a Special Warranty Deed transferring fee title to the Project Site from the Developer to the City;
- (3) a representation letter from the Purchaser in substantially the form attached as **Exhibit D**;
- (4) a request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase

price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and

(5) such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) the Developer shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Developer (or another purchaser designated by the Developer).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Developer may submit additional requisition certificates to the Trustee in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificates, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificates and, if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in the requisition certificates. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2025, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1 of the ninth calendar year following the calendar year in which the Abatement Initiation Date occurs. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each. Upon receipt of the first occupancy permit for the Project, the Developer shall notify the City and the Trustee in writing that the Abatement Initiation Date will be January 1 of the following year.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as the "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to requisition certificates, the Trustee's records of such advances shall be based solely on the

requisition certificates provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds, if the Trustee is holding the Bonds, the principal amount paid on the Bonds as the "Principal Amount Redeemed," and shall enter the then-Outstanding principal amount of the Bonds as the "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C**. To the extent the Developer, as lessee under the Lease, sets off its obligation to the City against the City's obligation to the Developer, as bondholder, as permitted by **Section 204(e)** the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Developer on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504**, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Developer.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save, defend and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed and shall file executed counterparts of such certificate with the City and the Developer.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer, in accordance with the terms of the Lease, exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Developer may deliver to the Trustee for cancellation any Bonds owned by the Developer or any Financing Party and not previously paid, and the Developer shall receive a credit against the amounts payable by the Developer for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Developer's direction, deliver to the Developer the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if

there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of St. Charles, Missouri, Series 2026A Project Fund – Boulders at Southpointe Project" (herein called the "Project Fund").

(b) "City of St. Charles, Missouri, Series 2026A Bond Fund – Boulders at Southpointe Project" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments (as defined in the Bond Purchase Agreement), when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall, pursuant to any written directions from the Person depositing such moneys, also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Developer (or any other Person that has made payment on behalf of the Developer) for payment of, Project Costs upon receipt of requisition certificates signed by the Developer and approved by the City in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Sections 208(d)** and **(e)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Developer to the Trustee in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Developer (or such other purchaser designated by the Developer) in satisfaction of the requisition certificates. If the

Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on the date the Trustee endorses the Bonds with respect to such additional amount.

(c) In paying any requisition certificate under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate without inquiry or investigation if such requisition certificate is signed by an Authorized Developer Representative and approved by an Authorized City Representative. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic's or materialman's lien releases or otherwise supervise the Project. The approval of each requisition certificate by an Authorized Developer Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date, any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Developer of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Developer to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Developer specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** upon completion of the Project or pursuant to **Section 505** upon acceleration of the Bonds; (5) subject to the terms and conditions of any Financing Documents with respect to the use thereof, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from the investment of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Developer in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Developer pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof and in **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same becomes due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Developer is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by the Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Developer, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Developer. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Developer is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of (1) the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), (2) the fees, charges and expenses of the Trustee, the City and the Paying Agent and (3) any other amounts required to be paid under this Indenture, the Lease and the Development and Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Developer upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for

any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether at maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Developer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Developer, and the Owner thereof may look only to the Developer for payment, and then only to the extent of the amount so repaid, and the Developer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or the Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Developer, signed by an Authorized Developer Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Developer fails to provide written directions concerning the investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall hold such amounts uninvested in cash. The Trustee may conclusively rely upon an Authorized Developer Representative's written instructions as to both the suitability and legality of the directed investments and such written instructions shall be deemed to be a certification to the Trustee that such directed investments constitute Investment Securities. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. The Trustee shall be provided ample time to clear any such fees that exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** for at least six months after the payment of all of the Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its City Council pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts and such Supplemental Indentures, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Developer for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents it is notified of in writing which may be required under the Uniform Commercial Code to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each

Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description of collateral in filing any financing or continuation statement or modification thereto pursuant to this Section, and (b) filing any continuation statement in the same filing office as the initial filing was made. The Developer shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Developer under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or a recognized overnight delivery service to the Developer and any Financing Party, and the Developer and any Financing Party have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Developer, any Financing Party or the City (as the case may be) within such period and diligently pursued until the default is corrected; provided further that the Trustee is provided with a certification from the defaulting party to the effect that such default

cannot be corrected within such period, and the Developer, any Financing Party or the City (as the case may be) has commenced or will promptly commence corrective action within such period and will diligently pursue such action until the default is corrected. Nothing herein shall constitute an obligation of any Financing Party to cure defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, each Financing Party and the Developer, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the written approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Developer and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for the account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Development and Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Developer a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the

filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Developer as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(I)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(I)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal

of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied first to the costs and expenses of the proceedings resulting in the collection of such moneys and to the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second to any obligations outstanding under the Lease and the Development and Performance Agreement. Any remaining moneys shall be deposited in the Bond Fund, and all moneys in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of

any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section, if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Development and Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Developer as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding; provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), (b) (but only as it relates to Unassigned Rights), (c) or (d) of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in

every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of bad faith, negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Developer, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner

or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Developer of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Developer under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. The Trustee may rely conclusively on any such document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or an Authorized Developer Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on any such certificate or advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under this Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Developer's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the Developer pertaining to the Project and the

Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Developer as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to, the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture or the Lease sent in the form of a signed document by the City or the Developer, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Developer respectively, shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the City or the Developer, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Developer, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(q) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, or loss or malfunctions of, or interruptions to, utilities, communications or computer (software and hardware) services unless caused by the Trustee's negligence or willful misconduct; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Developer has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Developer for the payment of all reasonable fees, charges and expenses of the Trustee and the Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's rights to compensation and indemnification shall survive its resignation or removal hereunder or the satisfaction and discharge of this Indenture and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(i)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Developer, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Developer and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may, at the Developer's expense, petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Developer and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease has occurred and is continuing, delivered to the Trustee, the City and the Owners and signed by the Developer. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Developer (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Developer may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of any vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trusts with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Developer's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Developer

an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City and upon payment of the reasonable outstanding fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental or other charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Developer), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and

all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Developer and any Owner requesting the same in writing and, upon the written request of the City, the Developer or any Owner, at such Owner's expense, a monthly accounting to such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform the duties and obligations expressly assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change that, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided that in exercising such judgment, the Trustee may rely upon the advice or opinion of counsel);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform this Indenture to amendments to the Lease made by the City and the Developer; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in

aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Developer's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Developer and each Financing Party have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Developer's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Developer and each Financing Party of which the Trustee has received written notice at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Developer as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein that, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided that in exercising such judgment, the Trustee may rely upon the advice or opinion of counsel).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Developer without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Developer shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Developer from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease and the Development and Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall

thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Developer execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Developer under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms thereof, or (2) has been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment and/or (B) Government Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys and/or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys and/or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and/or Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of

the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Developer shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Developer is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Developer or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, the Financing Parties, if any, and the Owners any right, remedy or claim under or in respect of this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Financing Parties, if any, and the Owners, as herein provided.

Section 1403. Rights of Financing Parties The City and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Developer may collaterally assign its interest in the Bonds to any Financing Party for the purpose of securing the Developer's obligations to such Financing Party in connection with the financing or refinancing of the Project. In the event of a collateral assignment made by the Developer, the City and the Trustee agree, at the expense of the Developer, to execute such consents, estoppels and other documents related thereto as the Financing Party may reasonably request and in such form with such terms as the City and the Trustee deem appropriate; provided the Trustee has received indemnification from the Financing Party and the Developer as provided in **Section 1001(I)**, and provided further the Trustee shall be entitled to engage the advice of counsel, at the expense of the Developer, in executing any such document, shall have no obligation to execute any such document that affects the Trustee's rights, duties or immunities under this Indenture or otherwise, and any obligations of the Trustee under any such document shall be in compliance with the regulatory requirements applicable to the Trustee.

Section 1404. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Developer or the Owners if the same is duly (a) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee or (b) transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, in each case addressed as follows:

(1) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(2) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(3) To the Developer:

Porterhouse Development LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Casey Urkevich
E-mail: curkevich@aegfunds.com

with a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: stephen@schotthamilton.com

(4) To the Owners if the same is sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Developer. The City, the Developer and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1405. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 1406. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1408. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent in the form of a manually signed document by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods. If the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. The Developer agrees to assume all risk arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 1409. City Consent and Approvals. Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property, the financing or refinancing of the Project by the Developer, including but not limited to subordination and non-disturbance agreements, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Developer) as may be required to carry out and comply with the intent of the Ordinance, this Indenture and the Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Development and Performance Agreement or the Lease as may be requested by the Developer during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, waive an Event of Default or materially change the nature of the transaction unless approved by ordinance of the City Council.

Section 1410. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of St. Charles, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT SITE

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of approximately 213 residential apartments, a clubhouse, a parking lot, a dog park and any other improvements located on the Project Site, to the extent paid for in whole with Bond proceeds.

EXHIBIT C
FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED,
ASSIGNED OR NEGOTIATED ONLY TO AN APPROVED INVESTOR
AS DEFINED IN THE HEREIN-DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$55,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(BOULDERS AT SOUTHPOINTE PROJECT)
SERIES 2026A**

Interest Rate

5.0%

Maturity Date

December 1, 2037¹

Dated Date

January __, 2026

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT:

FIFTY FIVE MILLION DOLLARS

The **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the Indenture (defined herein). The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue

¹ Assumes the Abatement Initiation Date (as defined in the Indenture) is January 1, 2028. If the Abatement Initiation Date is any other date, the Maturity Date shall automatically be adjusted to December 1 of the ninth year following the year in which the Abatement Initiation Date occurs. By way of example, if the Abatement Initiation Date is January 1, 2029, the Maturity Date shall be adjusted to December 1, 2038.

from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A,” in the maximum aggregate principal amount of \$55,000,000 (the “Bonds”), issued for the purpose of acquiring approximately 8.77 acres of real property generally located at 350 Hemsath Road in the City (the “Project Site”) and constructing thereon a seven-building residential complex consisting of approximately 213 apartments (the “Project Improvements”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to Porterhouse Development LLC, a Missouri limited liability company (the “Developer”), under the terms of a Lease Agreement dated as of January 1, 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Developer, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the City Council.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of January 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., St. Louis, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided in the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including the interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor the State of Missouri shall be liable thereon, and the Bonds do not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Developer directly to the Trustee for the account of the City and deposited in a special fund designated the "City of St. Charles, Missouri, Series 2026A Bond Fund – Boulders at Southpointe Project."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in an aggregate principal amount equal to the Outstanding principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and the Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$55,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of St. Charles, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk



CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Boulders at Southpointe Project), Series 2026A, described in the Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

Date

By: _____
Authorized Signatory



SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(BOULDERS AT SOUTHPOINTE PROJECT)
SERIES 2026A**

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
ATTN: Mayor

UMB Bank, N.A., as Trustee
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

Re: \$55,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A of the City of St. Charles, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the "Bonds"), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of January 1, 2026 (the "Indenture"), between the City of St. Charles, Missouri (the "City"), and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Porterhouse Development LLC, a Missouri limited liability company (the "Developer"), under a Lease Agreement dated as of January 1, 2026 (the "Lease"), between the City and the Developer, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

2. The undersigned understands that (a) the Bonds and the interest thereon are special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City, (b) the Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in the Indenture, (c) the Bonds and the interest thereon do not constitute general obligations of the City, the State of Missouri (the "State") or any political subdivision thereof, and none of the City, the State or any political subdivision thereof is liable thereon, and (d) the Bonds do not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation.

3. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The undersigned is an Approved Investor, as defined in the Indenture.

5. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Developer and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and State securities laws and the securities law of any other applicable state are complied with.

6. [*Delete this paragraph if the Developer is the Purchaser of the Bonds.*] The Developer has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

7. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Developer and fully aware of the terms and risks of the Bonds. [*Delete previous sentence if the Developer is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and State income taxation.

10. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

CITY OF ST. CHARLES, MISSOURI,

AND

**UMB BANK, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of January 1, 2026

Relating to:

**\$ _____
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(Boulders at Southpointe Project)
[*Series 2026B/C/D*]**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of January 1, 2026 (this “Indenture”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-__ (the “Ordinance”) on January 6, 2026, authorizing the City to issue its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), [*Series 2026B/C/D*], in the maximum principal amount of \$_____ (the “Bonds”), for the purpose of acquiring approximately ___ acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, the “Project Site”) and constructing thereon approximately ___ square feet of commercial space that is currently expected to contain _____ (as more fully described on **Exhibit B**, the “Project Improvements” and, together with the Project Site, the “Project”).

3. Pursuant to the Ordinance, the City is authorized to enter into (a) this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) a Special Warranty Deed dated the Closing Date (as defined herein) from Porterhouse Development LLC, a Missouri limited liability company (the “Company”), as grantor, to the City, as grantee, for the purpose of transferring fee title to the Project Site to the City and (c) a Lease Agreement of even date herewith (the “Lease”) with the Company for the purpose of leasing the Project back to the Company for rent sufficient to pay the principal of and interest on the Bonds.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment

of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project, subject to the Company's rights under the Lease, together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all of the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to any words and terms defined in the Lease (which definitions are hereby incorporated by reference) and any words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Abatement Initiation Date” means January 1 of the year immediately following the year in which the first building of the Residential Project is completed.

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

“Additional Rent” means the additional rental payments described in **Section 5.2** of the Lease.

“Approved Investor” means (a) the Company, (b) an affiliate of the Company, (c) a Financing Party, (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, as amended, (e) the lessee under the Lease, or (e) any Person approved by the City Council.

“Authorized City Representative” means the Mayor, the Director of Administration or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom may perform all duties of an Authorized City Representative.

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom may perform all duties of an Authorized Company Representative.

“Basic Rent” means the rental payments described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), [*Series 2026B/C/D*], in the maximum aggregate principal amount of \$ _____, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of St. Charles, Missouri, [*Series 2026B/C/D*] Bond Fund – Boulders at Southpointe Project” created in **Section 501**.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of St. Charles, Missouri, a constitutional home rule charter city organized and existing under the laws of the State.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs paid by the Company from its own funds on or before the Closing Date and, at the Company’s option, the costs of issuance of the Bonds if such costs are not paid from Bond proceeds.

“Company” means Porterhouse Development LLC, a Missouri limited liability company, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504**, which shall be deemed executed and filed on December 31, 2029 if not actually executed and filed by December 31, 2029, except as otherwise provided in **Section 4.5** of the Lease.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$_____, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Developer” means Porterhouse Development LLC, a Missouri limited liability company, and its successors or assigns.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Fee Deed of Trust” means a fee deed of trust, if any, executed by the Company in favor of the Lender and recorded against the Project Site.

“Financing Document” means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document related to the Project and executed by or on behalf of, or for the benefit of, a Financing Party, including, without limitation, any loan agreement, credit agreement, mortgage or other document executed in connection with the loans made by the Lender to the Company.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letter of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf. The Lender is a Financing Party.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundations and parking lots as determined at the expense of the Company from time to time.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

“Investment Securities” means any investment approved in writing by an Authorized Company Representative and the Owners of all of the Outstanding Bonds.

“Lease” means the Lease Agreement dated as of January 1, 2026 between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

“Lease Term” means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

“Leasehold Mortgage” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease.

“Lender” means the beneficiary of the Fee Deed of Trust, if any, and its successors or assigns.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees, the Trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Outstanding” means, when used in reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds subsequently canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes, special assessments and other governmental charges not then

delinquent, (b) this Indenture and the Lease, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to the Lease, any Leasehold Mortgage, the Fee Deed of Trust or any other Financing Document, and (f) such exceptions to title set forth in the ALTA Owner's Policy of Title Insurance, Commitment No. _____, issued by _____.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time before the Completion Date, the same being on file at the principal office of the Company, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the City, the Trustee and their duly appointed representatives.

"Principal Amount Advanced" means the amount set forth in each requisition certificate submitted to the Trustee in accordance with **Section 4.4** of the Lease and reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

"Project" means, collectively, the Project Site and the Project Improvements as they may at any time exist.

"Project Costs" means all costs of purchasing and constructing the Project, including the following:

- (a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project;
- (b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary for the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;
- (c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;
- (d) interest accruing on the Bonds until the Completion Date;
- (e) the cost of title insurance policies and the cost of any other insurance maintained in accordance with **Article VII** of the Lease until the Completion Date;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, including fees of Bond Counsel, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of St. Charles, Missouri, [*Series 2026B/C/D*] Project Fund – Boulders at Southpointe Project” created in **Section 501**.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds, as more fully described on **Exhibit B**, and all additions, alterations, modifications and improvements thereto made pursuant to the Lease.

“Project Site” means all of the real estate described in **Exhibit A**, together with all improvements now or hereafter located thereon.

“Purchaser” means the Person identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“Residential Project” means the construction by the Developer of a seven-building multifamily residential complex consisting of approximately 213 apartments on approximately 8.77 acres of real property generally located at 350 Hemsath Road in the City.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, in its capacity as trustee hereunder, and its successor or successors and any other Person which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 103. Date of Indenture. The dating of this Indenture as of January 1, 2026, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

Section 104. Incorporation.

(a) The Recitals hereof are all incorporated into this Indenture as if fully and completely set out in this Section.

(b) The Exhibits to this Indenture are hereby incorporated into and made a part of this Indenture.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture

shall be designated as "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), [*Series 2026B/C/D*]." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$ _____.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C**, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of the Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the 15th day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payment of principal of such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Company or any Financing Party is the sole Owner of the Bonds, then the Company, as lessee under the Lease, may set-off its obligation to the City to pay Basic Rent under the Lease against the City's obligation to the Company (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company, as lessee under the Lease, is deemed to have paid its obligation to the City to pay Basic Rent under the Lease and the City is deemed to have paid its obligation to the Company (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under this Indenture. On the final Payment Date, the Company may deliver the Bonds to the Trustee for cancellation, and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation, plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D**. The Trustee shall be fully protected in relying upon such representation letter. The Trustee has no duty or obligation to confirm that any transferee that provides such representation letter is an Approved Investor. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bonds, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder, the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$ _____ for the purpose of providing funds to pay Project Costs, which Bonds shall be designated "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), [*Series 2026B/C/D*]." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on December 1 of the ninth calendar year following the calendar year in which the Abatement Initiation Date occurs (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

- (1) a copy of the Ordinance;
- (2) executed counterparts of this Indenture, the Lease, the Bond Purchase Agreement and a Special Warranty Deed transferring fee title to the Project Site from the Company to the City;
- (3) a representation letter from the Purchaser in substantially the form attached as **Exhibit D**;

(4) a request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and

(5) such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) the Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates to the Trustee in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificates, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificates and, if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in the requisition certificates. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2025, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1 of the ninth calendar year following the calendar year in which the Abatement Initiation Date occurs. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each. Upon receipt of the first occupancy permit for the Residential Project, the Company shall notify the City and the Trustee in writing that the Abatement Initiation Date will be January 1 of the following year.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as the "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the

“Cumulative Outstanding Principal Amount.” If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to requisition certificates, the Trustee’s records of such advances shall be based solely on the requisition certificates provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds, if the Trustee is holding the Bonds, the principal amount paid on the Bonds as the “Principal Amount Redeemed,” and shall enter the then-Outstanding principal amount of the Bonds as the “Cumulative Outstanding Principal Amount.” The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C**. To the extent the Company, as lessee under the Lease, sets off its obligation to the City against the City’s obligation to the Company, as bondholder, as permitted by **Section 204(e)** the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504**, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save, defend and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee’s policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company, in accordance with the terms of the Lease, exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company or any Financing Party and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if

there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of St. Charles, Missouri, [*Series 2026B/C/D*] Project Fund – Boulders at Southpointe Project" (herein called the "Project Fund").

(b) "City of St. Charles, Missouri, [*Series 2026B/C/D*] Bond Fund – Boulders at Southpointe Project" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments (as defined in the Bond Purchase Agreement), when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall, pursuant to any written directions from the Person depositing such moneys, also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other Person that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company and approved by the City in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Sections 208(d)** and **(e)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company to the Trustee in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificates. If the

Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on the date the Trustee endorses the Bonds with respect to such additional amount.

(c) In paying any requisition certificate under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate without inquiry or investigation if such requisition certificate is signed by an Authorized Company Representative and approved by an Authorized City Representative. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic's or materialman's lien releases or otherwise supervise the Project. The approval of each requisition certificate by an Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date, any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** upon completion of the Project or pursuant to **Section 505** upon acceleration of the Bonds; (5) subject to the terms and conditions of any Financing Documents with respect to the use thereof, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from the investment of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof and in **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same becomes due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by the Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of (1) the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), (2) the fees, charges and expenses of the Trustee, the City and the Paying Agent and (3) any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for

any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether at maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof may look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or the Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by an Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning the investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall hold such amounts uninvested in cash. The Trustee may conclusively rely upon an Authorized Company Representative's written instructions as to both the suitability and legality of the directed investments and such written instructions shall be deemed to be a certification to the Trustee that such directed investments constitute Investment Securities. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. The Trustee shall be provided ample time to clear any such fees that exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** for at least six months after the payment of all of the Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its City Council pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts and such Supplemental Indentures, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Company for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents it is notified of in writing which may be required under the Uniform Commercial Code to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each

Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description of collateral in filing any financing or continuation statement or modification thereto pursuant to this Section, and (b) filing any continuation statement in the same filing office as the initial filing was made. The Company shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or a recognized overnight delivery service to the Company and any Financing Party, and the Company and any Financing Party have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company, any Financing Party or the City (as the case may be) within such period and diligently pursued until the default is corrected; provided further that the Trustee is provided with a certification from the defaulting party to the effect that such default

cannot be corrected within such period, and the Company, any Financing Party or the City (as the case may be) has commenced or will promptly commence corrective action within such period and will diligently pursue such action until the default is corrected. Nothing herein shall constitute an obligation of any Financing Party to cure defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, each Financing Party and the Company, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the written approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for the account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Lease. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the

filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal

of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied first to the costs and expenses of the proceedings resulting in the collection of such moneys and to the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second to any obligations outstanding under the Lease. Any remaining moneys shall be deposited in the Bond Fund, and all moneys in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of

any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section, if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding; provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former

positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of bad faith, negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee

shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. The Trustee may rely conclusively on any such document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on any such certificate or advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under this Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the Company pertaining to the Project and the

Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to, the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture or the Lease sent in the form of a signed document by the City or the Company, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Company respectively, shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the City or the Company, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Company, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(q) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, or loss or malfunctions of, or interruptions to, utilities, communications or computer (software and hardware) services unless caused by the Trustee's negligence or willful misconduct; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and the Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's rights to compensation and indemnification shall survive its resignation or removal hereunder or the satisfaction and discharge of this Indenture and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may, at the Company's expense, petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease has occurred and is continuing, delivered to the Trustee, the City and the Owners and signed by the Company. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of any vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trusts with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Company's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company

an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City and upon payment of the reasonable outstanding fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental or other charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and

all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and any Owner requesting the same in writing and, upon the written request of the City, the Company or any Owner, at such Owner's expense, a monthly accounting to such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform the duties and obligations expressly assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change that, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided that in exercising such judgment, the Trustee may rely upon the advice or opinion of counsel);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform this Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in

aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Company and each Financing Party have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and each Financing Party of which the Trustee has received written notice at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein that, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided that in exercising such judgment, the Trustee may rely upon the advice or opinion of counsel).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Company from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon,

the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms thereof, or (2) has been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment and/or (B) Government Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys and/or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys and/or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and/or Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of

the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, the Financing Parties, if any, and the Owners any right, remedy or claim under or in respect of this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Financing Parties, if any, and the Owners, as herein provided.

Section 1403. Rights of Financing Parties The City and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Company may collaterally assign its interest in the Bonds to any Financing Party for the purpose of securing the Company's obligations to such Financing Party in connection with the financing or refinancing of the Project. In the event of a collateral assignment made by the Company, the City and the Trustee agree, at the expense of the Company, to execute such consents, estoppels and other documents related thereto as the Financing Party may reasonably request and in such form with such terms as the City and the Trustee deem appropriate; provided the Trustee has received indemnification from the Financing Party and the Company as provided in **Section 1001(I)**, and provided further the Trustee shall be entitled to engage the advice of counsel, at the expense of the Company, in executing any such document, shall have no obligation to execute any such document that affects the Trustee's rights, duties or immunities under this Indenture or otherwise, and any obligations of the Trustee under any such document shall be in compliance with the regulatory requirements applicable to the Trustee.

Section 1404. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or the Owners if the same is duly (a) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee or (b) transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, in each case addressed as follows:

(1) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(2) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(3) To the Company:

Porterhouse Development LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Casey Urkevich
E-mail: curkevich@aegfunds.com

with a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: stephen@schotthamilton.com

(4) To the Owners if the same is sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1405. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 1406. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1408. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent in the form of a manually signed document by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods. If the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risk arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 1409. City Consent and Approvals. Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property, the financing or refinancing of the Project by the Company, including but not limited to subordination and non-disturbance agreements, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, this Indenture and the Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture or the Lease as may be requested by the Company during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, waive an Event of Default or materially change the nature of the transaction unless approved by ordinance of the City Council.

Section 1410. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of St. Charles, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT SITE

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of approximately ____ square feet of commercial space that is currently expected to contain _____ and any other improvements located on the Project Site, to the extent paid for in whole with Bond proceeds.

EXHIBIT C
FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED,
ASSIGNED OR NEGOTIATED ONLY TO AN APPROVED INVESTOR
AS DEFINED IN THE HEREIN-DESCRIBED INDENTURE.***

No. 1

Not to Exceed
\$ _____

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(BOULDERS AT SOUTHPOINTE PROJECT)
[*SERIES 2026B/C/D*]**

Interest Rate

5.0%

Maturity Date

December 1, 2037¹

Dated Date

January __, 2026

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: FIVE MILLION DOLLARS

The **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the Indenture (defined herein). The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue

¹ Assumes the Abatement Initiation Date (as defined in the Indenture) is January 1, 2028. If the Abatement Initiation Date is any other date, the Maturity Date shall automatically be adjusted to December 1 of the ninth year following the year in which the Abatement Initiation Date occurs. By way of example, if the Abatement Initiation Date is January 1, 2029, the Maturity Date shall be adjusted to December 1, 2038.

from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), [*Series 2026B/C/D*],” in the maximum aggregate principal amount of \$_____ (the “Bonds”), issued for the purpose of acquiring approximately ____ acres of real property generally located at 350 Hemsath Road in the City (the “Project Site”) and constructing thereon approximately ____ square feet of commercial space that is currently expected to contain _____ (the “Project Improvements”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to Porterhouse Development LLC, a Missouri limited liability company (the “Company”), under the terms of a Lease Agreement dated as of January 1, 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the City Council.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of January 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., St. Louis, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided in the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including the interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor the State of Missouri shall be liable thereon, and the Bonds do not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund designated the "City of St. Charles, Missouri, [*Series 2026B/C/D*] Bond Fund – Boulders at Southpointe Project."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in an aggregate principal amount equal to the Outstanding principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and the Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$ _____.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of St. Charles, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk



CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Boulders at Southpointe Project), [*Series 2026B/C/D*], described in the Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

Date

By: _____
Authorized Signatory



FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
ATTN: Mayor

UMB Bank, N.A., as Trustee
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

Re: \$_____ Maximum Principal Amount of Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), [*Series 2026B/C/D*] of the City of St. Charles, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the “Bonds”), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of January 1, 2026 (the “Indenture”), between the City of St. Charles, Missouri (the “City”), and UMB Bank, N.A., as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Porterhouse Development LLC, a Missouri limited liability company (the “Company”), under a Lease Agreement dated as of January 1, 2026 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

2. The undersigned understands that (a) the Bonds and the interest thereon are special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City, (b) the Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in the Indenture, (c) the Bonds and the interest thereon do not constitute general obligations of the City, the State of Missouri (the “State”) or any political subdivision thereof, and none of the City, the State or any political subdivision thereof is liable thereon, and (d) the Bonds do not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation.

3. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The undersigned is an Approved Investor, as defined in the Indenture.

5. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Company and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and State securities laws and the securities law of any other applicable state are complied with.

6. [*Delete this paragraph if the Company is the Purchaser of the Bonds.*] The Company has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

7. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of the terms and risks of the Bonds. [*Delete previous sentence if the Company is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and State income taxation.

10. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

EXHIBIT C

SPECIAL WARRANTY DEEDS

[On file in the office of the City Clerk]

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: January __, 2026

GRANTOR: PORTERHOUSE DEVELOPMENT LLC

Mailing Address: 1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

GRANTEE: CITY OF ST. CHARLES, MISSOURI

Mailing Address: 200 North Second Street
St. Charles, Missouri 63301

LEGAL DESCRIPTION: See Exhibit A

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made January ___, 2026, by and between

PORTERHOUSE DEVELOPMENT LLC

a Missouri limited liability company
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

(the “**Grantor**”), and

CITY OF ST. CHARLES, MISSOURI

200 North Second Street
St. Charles, Missouri 63301

(the “**Grantee**”);

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the Grantee (the receipt and sufficiency of which are hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A**, attached hereto and incorporated herein by reference, together with any improvements thereon;

SUBJECT TO (a) the terms and provisions of (i) the Lease Agreement dated as of January 1, 2026, between the Grantee, as lessor, and the Grantor, as lessee (the “Lease”), as evidenced by a memorandum thereof, (ii) the Development and Performance Agreement (as defined in the Lease), as evidenced by a memorandum thereof (each memorandum described in clauses (i) and (ii) being recorded in the Public Records of St. Charles County, Missouri, immediately following the recording hereof) and (iii) the Indenture (as defined in the Lease); (b) easements, restrictions, reservations, and other agreements and matters of record, if any; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys, if any.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it, except as provided above; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, except as provided above.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A
LEGAL DESCRIPTION

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: January __, 2026

GRANTOR: PORTERHOUSE DEVELOPMENT LLC

Mailing Address: 1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

GRANTEE: CITY OF ST. CHARLES, MISSOURI

Mailing Address: 200 North Second Street
St. Charles, Missouri 63301

LEGAL DESCRIPTION: See Exhibit A

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made January ____, 2026, by and between

PORTERHOUSE DEVELOPMENT LLC

a Missouri limited liability company
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

(the “**Grantor**”), and

CITY OF ST. CHARLES, MISSOURI

200 North Second Street
St. Charles, Missouri 63301

(the “**Grantee**”);

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the Grantee (the receipt and sufficiency of which are hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A**, attached hereto and incorporated herein by reference, together with any improvements thereon;

SUBJECT TO (a) the terms and provisions of (i) the Lease Agreement dated as of January 1, 2026, between the Grantee, as lessor, and the Grantor, as lessee (the “Lease”), as evidenced by a memorandum thereof (such memorandum being recorded in the Public Records of St. Charles County, Missouri, immediately following the recording hereof) and (ii) the Indenture (as defined in the Lease); (b) easements, restrictions, reservations, and other agreements and matters of record, if any; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys, if any.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it, except as provided above; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, except as provided above.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT D

LEASE AGREEMENTS

[On file in the office of the City Clerk]

**CITY OF ST. CHARLES, MISSOURI,
As Lessor,**

AND

**PORTERHOUSE DEVELOPMENT LLC,
As Lessee**

LEASE AGREEMENT

Dated as of January 1, 2026

Relating to:

**\$55,000,000
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(Boulders at Southpointe Project)
Series 2026A**

Certain rights of the City of St. Charles, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., as trustee (the “Trustee”) under the Trust Indenture dated as of January 1, 2026, between the City and the Trustee.

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Exhibit A - Project Site

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of January 1, 2026 (this “Lease”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **PORTERHOUSE DEVELOPMENT LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”), as lessee;

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-__ (the “Ordinance”) on January 6, 2026, authorizing the City to issue its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A, in the maximum principal amount of \$55,000,000 (the “Bonds”), for the purpose of acquiring approximately 8.77 acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, the “Project Site”) and constructing thereon a seven-building multifamily residential complex consisting of approximately 213 apartments (as more fully described on **Exhibit B**, the “Project Improvements” and, together with the Project Site, the “Project”).

3. Pursuant to the Ordinance, the City is authorized to enter into (a) a Trust Indenture of even date herewith (the “Indenture”) with UMB Bank, N.A., as trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, (b) a Special Warranty Deed from the Developer, as grantor, to the City, as grantee, for the purpose of transferring fee title to the Project Site to the City and (c) this Lease with the Developer for the purpose of leasing the Project back to the Developer for rent sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, the issuance of the Bonds and certain other agreements, the City and the Developer have concurrently herewith entered into a Development and Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Developer has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Developer, and the Developer desires to lease the Project from the City, for the rental payments and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby represent, covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Date of Lease. The dating of this Lease as of January 1, 2026, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

Section 1.4. Incorporation.

(a) The Recitals hereof are all incorporated into this Lease as if fully and completely set out in this Section.

(b) The Exhibits to this Lease are hereby incorporated into and made a part of this Lease.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to acquire fee title to the Project Site, subject to Permitted Encumbrances, and to acquire, purchase, construct and improve or cause to be acquired, purchased, constructed and improved the Project Improvements on the Project Site. The City agrees to lease the Project to the Developer and to sell the Project to the Developer if the Developer exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Developer or in the transactions contemplated hereby.

(d) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of an Authorized Developer Representative; provided, however, the City's execution of this Lease, the Indenture and the Performance Agreement shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof; provided, subsequent to an Event of Default hereunder, the City may, but is not obligated to, operate the Project in such manner as the City determines.

Section 2.2. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Developer has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Developer has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Developer will not, to the best of the Developer's knowledge, (i) conflict with or result in a breach of any of the terms, conditions or provisions of any mortgage, deed of trust, lease or any other restriction, agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or the Developer's organizational documents, or any order, rule or regulation applicable to the Developer or any of its property of any court or governmental body, or (ii) constitute a default under any of the foregoing, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

(d) The estimated costs of the purchase, construction and improvement of the Project are in accordance with sound engineering and accounting principles.

(e) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Developer, and the Developer hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rental payments and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on December 31 of the ninth calendar year following the calendar year in which the Abatement Initiation Date occurs.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Developer shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, the Indenture and the Performance Agreement, to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Developer, cooperate with the Developer to defend the Developer's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Developer shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Performance Agreement. The Developer shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's ownership of the Project. The Developer shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Developer shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Developer to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Developer may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Developer may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Developer, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee shall (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4**. In that event, so long as the sole Owner of the Bonds is the lessee under this Lease, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in such requisition certificates.

Section 4.2. Purchase and Construction of the Project. The City and the Developer agree that the Developer, as the agent of the City, shall purchase, construct and improve the Project as follows:

(a) The City will acquire fee title to the Project Site at the execution hereof. Concurrently with the execution of this Lease, (1) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (2) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City and the Trustee.

(b) On behalf of the City, the Developer will purchase, construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site substantially in accordance with the Plans and Specifications. The Developer may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Developer agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the

Developer for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the any of the provisions of **Article VIII**.

(c) The Developer will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(d) The Developer will cause the purchase, construction, installation and improvement of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5**.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of requisition certificates pursuant to **Section 4.4**. The Developer may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Developer must submit all requisition certificates for Project Costs incurred before the Completion Date within three months after the Completion Date. The maximum amount of Project Costs for which requisition certificates may be submitted is expressly limited to \$55,000,000.

Section 4.4. Payment for Project Costs.

(a) The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and to endorse the Bonds, if the Trustee is holding the Bonds, upon receipt by the Trustee of requisition certificates in substantially the form attached as **Exhibit C**, signed by an Authorized Developer Representative and approved by an Authorized City Representative. The Developer agrees that the information in each requisition certificate will be accurate in all respects when given and that the Developer will notify the City and the Trustee in writing if the Developer becomes aware of any material inaccuracies in a requisition certificate after the date on which it is given. Upon request by the City, the Developer shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate.

(b) The Trustee may rely conclusively on each such requisition certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by an Authorized Developer Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by an Authorized Developer Representative stating (a) that the purchase, construction and improving of the Project have been substantially completed in accordance with the Plans and Specifications, (b) the date of substantial completion thereof, and (c) that all costs and expenses of the purchase, construction and improving of the Project (other than punch list items) have been incurred. Notwithstanding the foregoing, (i) such certificate shall state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being and (ii) such certificate shall be deemed given on December 31, 2028 if not actually filed with the City and the Trustee by December 31, 2028, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or other casualty, strike, lockout, civil disorder, war, terrorist threat or acts, restrictive government regulations, actions or orders (including work stoppages or quarantines), lack of issuance of any permits and/or legal authorization by the governmental entity

necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, pandemics, unusually adverse weather or wet soil conditions, or other like causes beyond the Developer's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Developer provides written notice to the City and the Trustee, within 30 days after the Developer has actual notice of the claimed event, specifying the Permitted Excuse. If the Trustee has not received notice of the Completion Date by December 1, 2028, the Developer shall notify the Trustee whether the Developer expects the Completion Date to occur by December 31, 2028. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2029.

Section 4.6. Surplus in Project Fund. On or promptly after the Completion Date, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed in writing by the Developer solely (a) to the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Developer, to the purchase of Bonds at such earlier date or dates as the Developer may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of City. The Project Site and the Project Improvements located thereon at the execution hereof that the Developer desires to convey to the City, all work and materials related to the Project as such work progresses and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Developer under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances, the Fee Deed of Trust and the Leasehold Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Developer. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Developer with the Developer's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Developer and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Construction Contracts. The Developer may enter into one or more construction contracts to complete the Project. All construction contracts entered into by or on behalf of the Developer shall state that the contractor has no recourse against the City or the Trustee in connection with the contractor's construction of the applicable portion of the Project.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Developer covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest

thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Developer set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Developer or a Financing Party is the sole holder of the Bonds, the Developer, as lessee under this Lease, may set-off the then-current Basic Rent payment against the City's obligation to the Developer, as bondholder, to pay principal of and interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any written notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Developer, as lessee, is deemed to have paid its obligation to the City to pay Basic Rent under this Lease and the City is deemed to have paid its obligation to the Developer, as bondholder, to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Developer will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if any Person other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Developer shall receive a credit against the Basic Rent payable by the Developer in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Developer shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, this Lease or the Performance Agreement, including but not limited to (i) claims by contractors or subcontractors, as and when the same becomes due (ii) any disposition of this Lease pursuant to **Article XIII** and (iii) the review and execution of any Financing Documents;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date), including all fees, charges and expenses of the City and bond counsel, and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all reasonable fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and

(d) all other payments of whatever nature (excluding PILOT Payments, as defined in the Performance Agreement) that the Developer has agreed in writing to pay or assume under the provisions of this Lease, the Performance Agreement or the Indenture.

Section 5.3. Obligations of Developer Absolute and Unconditional.

(a) The obligations of the Developer under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as described in **Section 5.1** and **Section 11.5**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance

whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Developer's use thereof, the eviction or constructive eviction of the Developer, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Developer to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Developer to terminate this Lease and purchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Developer of any rights or claims the Developer may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Developer shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Developer may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Developer deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Developer's expense, to cooperate fully with the Developer and to take all action necessary to effect the substitution of the Developer for the City in any such action or proceeding if the Developer shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Developer may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Developer shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Developer may deliver to the Trustee for cancellation Bonds owned by the Developer and not previously paid, and the Developer shall receive a credit against amounts payable by the Developer for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term, the Developer shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the

foregoing, the Developer shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Developer shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Developer therein), or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Developer, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that, with respect to any special assessments or other governmental charges that are lawfully levied and assessed and that may be paid in installments, the Developer shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Developer may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Developer is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided the Developer, (i) before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (v) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Developer in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Developer shall save and hold harmless the City and the Trustee from any costs and expenses the City or the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Developer to make duplicate tax payments. The Developer shall receive a credit against the PILOT Payments to be made by the Developer under the Performance Agreement to the extent of any ad valorem taxes imposed with respect to the Project and paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Developer in, on or about the Project shall be paid by the Developer and shall be contracted by the Developer in the Developer's own name, and the Developer shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Developer expect that while the Project is owned by the City and is subject to this Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Developer) cooperate with the Developer to defend such exemption against all parties. The City and the Developer further acknowledge and agree that the City's obligations hereunder are contingent upon the Developer making the payments and otherwise complying with the terms of the Performance Agreement during the

term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Concurrently with the execution of this Lease, the Developer will provide, to the City and the Trustee, a commitment for title insurance or such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site.

Section 7.2. Casualty Insurance.

(a) Prior to commencement of construction of the Project Improvements, the Developer shall at its sole cost and expense obtain a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction through the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Developer. The Developer shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. All such policies of insurance pursuant to this Section, and all renewals thereof, shall include an endorsement naming the City and the Trustee as insureds, as their respective interests may appear, and, to the extent such agreement is available from the insurer, shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the Developer, the City, the Trustee and each other insured named therein. The Trustee's sole duty with respect to the Developer's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be, subject to the rights of each Financing Party under the Financing Documents (if any), and unless otherwise provided by law, (i) paid over to the Trustee and applied as provided in **Article IX**, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

Section 7.3. Liability Insurance.

(a) The Developer shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), including an endorsement under which the City, the Developer and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less

than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Developer). The policies and endorsements of said insurance shall, to the extent such agreement is available from the insurer, contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the Developer, the City, the Trustee and each other insured named therein. The Developer shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. The Trustee's sole duty with respect to the Developer's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Developer may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Developer agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Developer may make such additions, modifications and improvements in and to any part of the Project as the Developer from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Developer pursuant to this Section shall (i) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto, and (ii) when commenced, be prosecuted to completion with due diligence. Any such additions, modifications and improvements shall be subject to ad valorem taxes, or if for any reason the St. Charles County Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Developer shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due but for the City's interest therein, unless otherwise agreed to by the City.

(b) The Developer shall, following the Completion Date, notify the City in writing of any improvements to the Project that in the aggregate are reasonably expected to exceed \$1,000,000 during any

calendar year. If such improvements constitute personal property, any such improvements shall remain the property of the Developer, shall not become part of the Project, and shall be subject to ad valorem taxes.

Section 8.2. Additional Improvements on the Project Site. Subject to **Section 8.1(b)**, the Developer may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Developer from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Developer, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included in the Project and, during the life of this Lease, shall remain the property of the Developer and may be added to, altered or razed and removed by the Developer at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Developer covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Developer shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Developer. If for any reason the St. Charles County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Developer shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due on such additional buildings and improvements (unless otherwise agreed to by the City) but for the City's interest therein.

Section 8.3. Permits and Authorizations. The Developer shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. The City shall cooperate with the Developer to obtain, amend or maintain any existing or future municipal or other governmental permit or authorization for the Project that requires the City's signature, certification or consent as the owner of any part of the Project, including executing any required applications, certifications or reports. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.4. Liens on the Project.

(a) The Developer will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Developer shall promptly notify the City of the imposition of any lien of which the Developer is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Developer shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Developer or anyone claiming by, through or under the Developer upon credit. No lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof, except to the extent consented to by the City in accordance with Section 513.455.2 of the Revised Statutes of Missouri.

(b) Notwithstanding paragraph (a) above, and subject to the terms of the Fee Deed of Trust, the Developer may contest any such lien if the Developer (i) within 60 days after the Developer becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Developer may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Developer is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Developer shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such lien, charge, encumbrance or claim if the same shall arise at any time. The Developer shall defend, save and hold harmless the City from any loss, cost or expense the City may incur related to any such contest. The Developer shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or the discharge or removal of any such lien, charge, encumbrance or claim. The City shall cooperate fully with the Developer in any such contest.

(c) In accordance with Section 513.455 of the Revised Statutes of Missouri, the City hereby consents to the subjection of the Project and the Project Site to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Developer, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Developer's option, construct upon the Project Site new buildings and improvements, together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as a "project" permitted by the Act.

If the Developer elects to construct any such new buildings and improvements, then for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Developer makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage to or loss of the Project shall be used, unless otherwise provided by law, to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$5,000,000 may be paid to or retained by the Developer to be held in trust and used as provided herein. Insurance monies in an

amount of \$5,000,000 or more shall be (i) paid to the Trustee, deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding. If the Developer makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be, except as otherwise provided by law, deposited in the Bond Fund, subject to the rights of the leasehold mortgagee (if any) and any other Financing Parties (if any). If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Developer shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Developer shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Developer, as though no damage by fire or any other casualty has occurred.

(d) The City and the Developer agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage and that they will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Developer agrees to give prompt written notice to the City, the Trustee and any other Financing Party of all fires and any other casualties occurring in, on, at or about the Project Site causing (in the Developer's opinion) damage of more than \$5,000,000.

(f) If the Developer determines that rebuilding, repairing, restoring or replacing the Project or any part thereof is not practicable or desirable, or if the Developer does not have the right under any Financing Document to use any Net Proceeds for repair or restoration of the Project or any part thereof, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due. The Developer agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Developer is the sole Owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project or any part thereof is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Developer shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being rebuilt, repaired, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rental payments payable by the Developer under this Lease or of any other obligations of the Developer under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of each Financing Party under the Financing Documents (if any) with respect to such Net Proceeds.

(i) Nothing herein shall be deemed to authorize the Developer to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project Site in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$5,000,000, the Developer shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify, in writing, the City, the Trustee, and each Financing Party under the Financing Documents (if any) as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Developer determines that such substitution is practicable and desirable, the Developer shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Developer's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Developer without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Developer determines that it is not practicable or desirable to acquire or construct substitute improvements, or if the Developer does not have the right under any Financing Document to use any Net Proceeds of condemnation awards received by the Developer, then any Net Proceeds of condemnation awards received by the Developer shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of each Financing Party under the Financing Documents (if any). Alternatively, if the Developer is the sole Owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of any condemnation award and retain such proceeds for its own account.

(d) The Developer shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rental payments payable by the Developer under this Lease or of any other obligations of the Developer under this Lease except as expressly provided in this Section.

(e) The City shall cooperate fully with the Developer in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof and shall, to the extent it may lawfully do so, permit the Developer to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Developer and each Financing Party (if any).

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may, before the application thereof by the City or the Trustee, be applied as directed in writing by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Developer's purposes or needs. The Developer releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Developer's use thereof, unless such loss is the result of the City's or the Trustee's (or their respective employees, consultants or agents') respective negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(a)(ii)**, the Developer shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Developer may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Developer, and during said 90-day (or extended) period the Developer shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting a part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer that are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Developer has paid all obligations due and owing under the Indenture (or such obligations have been canceled), this Lease and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Developer agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal

business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Developer's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Developer's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Developer's possession pertaining to the acquisition, installation or maintenance of the Project, or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Developer's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that, at the written request of the Developer, it will execute and deliver and will cause and direct the Trustee in writing to execute and deliver any instrument necessary or appropriate to approve, confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any similar agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Developer Representative requesting such instrument, and (iii) a certificate executed by an Authorized Developer Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Developer, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance, and that the Developer will defend, indemnify and save and hold harmless the City and the Trustee from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of any instrument, agreement or arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Developer for any such grant or with respect to or under any similar agreement or other arrangement shall be and remain the property of the Developer; but, subject to **Sections 10.4(c)** and **(d)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Developer or (B) the occurrence and continuance of an Event of Default by the Developer, all rights then existing of the Developer with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Developer may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage and the note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Developer's leasehold estate at a foreclosure sale or trustee's sale under any Financing Document or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under the Performance Agreement are paid.

(c) The City acknowledges and agrees that the Developer may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Developer may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Developer may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon

the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Developer to the City in writing that the Developer has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply with respect to each such Financing Party and any Financing Party existing as of the date of the execution and delivery hereof:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of each such Financing Party;

(ii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Developer under this Lease, at the same time as such notice is served upon the Developer. No such notice to the Developer shall be effective unless a copy thereof is thus served upon each such Financing Party;

(iii) each such Financing Party shall have the same period of time that the Developer has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 days, and the City shall accept performance by any such Financing Party as timely performance by the Developer;

(iv) the City may exercise any of its rights or remedies with respect to any Event of Default by the Developer, subject to the rights of each such Financing Party under this **Section 10.4(d)** as to such Event of Default. Without limiting the generality of the foregoing, any such Financing Party may cause the sale of the leasehold interest of the Developer to be sold at a foreclosure sale conducted in accordance with applicable law and the terms of its Financing Documents, accept assignment of this Lease in lieu of foreclosure and appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Developer under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as any such Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that any such Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(vi) each such Financing Party (and its designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents;

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Developer, without prior notice to and the written consent of each such Financing Party; and

(viii) each such Financing Party may, on behalf of the Developer and without the consent of the Developer, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Developer agrees that the City and the Trustee will have no liability for taking direction from any Financing Party in connection with a conveyance of the Project back to the Developer pursuant to **Article XI**.

(e) In connection with the execution of one or more Financing Documents, and upon the request of the Developer, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's fee interest in the Project to any Fee Deed of Trust. Moreover, to facilitate the recordation of a Fee Deed of Trust, the City agrees to transfer its fee interest in the Project to the Developer, if the Developer reconveys the Project back to the City immediately following the recordation of such documents via a special warranty deed in a form reasonably acceptable to counsel to the City. This Lease (or the Indenture or any related document) shall not merge into any such deed or otherwise be affected by any such transfer. The Developer agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Developer's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease, shall be subordinate to the Developer's obligations under this Lease.

(g) All deeds of trust and other security agreements secured by the Project shall recognize that PILOT Payments due and owing under the Performance Agreement are to be given the same priority as real property taxes in the event of a foreclosure. To evidence such preference, all such deeds of trust or other security agreements must contain the following language (or similar language approved by the City Attorney):

Subordination of [Mortgage] to PILOT Payments. Lender agrees that for so long as the [Property] is subject to abatement of ad valorem real property taxes pursuant to the Development and Performance Agreement dated as of January 1, 2026 between the City of St. Charles, Missouri (the "City"), and Porterhouse Development LLC, the lien of the [Mortgage] shall be subject and inferior to the lien of the City thereto to the extent of any unpaid PILOT Payments (as defined in the aforementioned Development and Performance Agreement). Lender agrees that any proceeds received by Lender as a result of a foreclosure or deed in lieu of foreclosure related to the [Property] shall first be applied to pay any due and owing PILOT Payments.

Before executing any deed of trust or other security agreement secured by the Project, the Developer shall provide the City with a draft of such deed of trust or other security agreement for the sole purpose of ensuring that the language required by this **Section 10.4(g)** is included therein. Any deed of trust

or other security agreement secured by the Project that does not contain the required language shall be invalid and unenforceable.

(h) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Developer or any Financing Party not contemplated by this **Section 10.4**, subject to approval by ordinance of the City Council.

Section 10.5. Indemnification of City and Trustee. The Developer shall defend, indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Performance Agreement, this Lease (or any instrument requested by the Developer pursuant to **Section 10.4**), the Indenture or any other document entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Developer in the performance of any of its obligations under the Performance Agreement, this Lease, or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Developer or of any of its agents, contractors, servants, employees or licensees, (e) unless the Developer has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Developer, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (A) the result of work being performed at the Project Site by employees of the City or (B) the result of the negligence or willful misconduct of the City or its officers, employees, agents or representatives, or (ii) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Developer shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Developer and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Developer. This **Section 10.5** shall survive any termination of the Performance Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation and Other Tax Benefits. The City and the Developer hereby acknowledge and agree that:

(a) this Lease is intended to be and shall be treated as a "financing lease" for federal income tax purposes;

(b) the Developer shall be treated, solely for federal income tax purposes, as the owner of the Project and, as such, shall be entitled to claim all depreciation and amortization deductions and other tax benefits attributable to the ownership of the Project;

(c) each party shall report and file all federal income tax returns consistent with the intended tax treatment; and

(d) the City will fully cooperate with the Developer in any effort by the Developer to avail itself of any such depreciation, amortization deductions or other tax benefits.

Section 10.7. Developer to Maintain its Existence. The Developer agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Developer may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person (a) expressly assumes in writing all the obligations of the Developer contained in this Lease, and (i) has a long-term-debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories established by a nationally-recognized rating service or (ii) is controlled by, under common control with or controls the Developer, or (b) is otherwise approved by the City Council. This Section does not limit the Developer's transfer rights under **Section 13.1.**

Section 10.8. Security Interests. The City shall file all initial financing statements as may be required under the Uniform Commercial Code. The City and the Developer hereby authorize the Trustee to file all appropriate continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then-Outstanding, the Trustee, pursuant to the terms of the Indenture, shall file all continuation instruments the Owners deem necessary to be filed for so long as the Bonds are Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument, and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Developer shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. The Trustee may conclusively rely upon any initial filing in filing any continuation statement or modification thereto pursuant to this Section.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

"Hazardous Substances" means all (i) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (ii) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Developer warrants and represents to the City and the Trustee that to the knowledge of the Developer there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Developer will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Developer to any federal, state, local or other agencies or authorities or which are received by the Developer from any federal, state, local or other agencies or authorities with respect to the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Developer. The Developer will provide to the City, for review only, any environmental assessments ("Assessments") and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments ("Reports") concerning the Project; upon the completion of the City's review of the Assessments and Reports, the City shall immediately return to the Developer all originals and copies of the Assessments and Reports.

(d) The Developer warrants and represents that the Developer has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Environmental Notices") showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Developer to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Developer will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Developer will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Developer will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof in any material respect nor cause, suffer, allow or permit anyone else to do so except in compliance with all applicable Environmental Laws.

(f) The Developer agrees to defend, indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials and employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project Site or respecting any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise, (ii) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project or any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or

other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise, (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Developer's obligations under this **Section 10.9(f)** shall not apply (1) to the City to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project Site by employees of the City or the negligence or willful misconduct of the City or (2) to the Trustee to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. The City and the Trustee shall reasonably cooperate with the Developer in the defense of any matters included within the foregoing indemnity without any obligation to expend money. The City and the Trustee shall reasonably cooperate with the Developer in defending any such claims, demands, costs, liabilities, damages or expenses. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Developer shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Developer shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, provide a certificate of the Developer confirming all real property taxes have been paid with respect to the Project and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Developer shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Developer shall be deemed to have exercised its purchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Developer; provided said Remedies Notice has not been rescinded by such date. The Developer may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Developer if it exercises the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's and the Paying Agent's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Developer exercising its option to purchase all or a portion of the Project; plus

(d) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(e) the sum of \$10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Developer the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) documents, including without limitation a special warranty deed as to the Project, in substantially the form attached as **Exhibit D**, conveying to the Developer legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Developer or to the creation or suffering of which the Developer consented; (iii) those liens and encumbrances resulting from the failure of the Developer to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Developer in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Developer is in default under this Lease; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Developer hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the expiration of the Lease Term and following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(e)**.

Section 11.5. Right to Set-Off. At its option, to be exercised at least five days before the date of closing of any purchase under this **Article XI**, the Developer may deliver to the Trustee for cancellation Bonds not previously paid, and the Developer shall receive a credit against the purchase price payable by the Developer in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Developer may set-off any payment obligation under **Section 11.1(a)** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Developer; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Developer’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Developer written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Developer has commenced such cure within said 60-day period, and (ii) the Developer diligently prosecutes such cure to completion); or

(c) the Developer: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the United States Bankruptcy Code, as now or in the future amended, or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Developer’s consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or any contest is finally adjudicated or any stay is vacated or set aside; or

(d) an Event of Default under the Performance Agreement, as defined in **Section 6.1** thereof.

Section 12.2. Remedies on Default.

(a) If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City’s election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(i) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(ii) give the Developer written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Developer's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may convey the Project to the Developer and bring an action against the Developer for the purchase price of the Project under **Section 11.1** or re-enter and take possession of the Project; provided, however, if the Developer has paid all obligations due and owing under the Indenture, this Lease and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**. The Developer's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

(b) If the City defaults on any of its obligations under this Lease, the Developer's sole remedy for such default shall be to sue for specific performance of this Lease.

Section 12.3. Survival of Obligations. The Developer covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Developer shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V**, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Developer's exercise of the purchase option contained in **Article XI**, the Developer's obligations under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Developer's Obligations by the City. Upon an Event of Default and the continuance of such failure on the Developer's part for 60 days after written notice of such failure is given to the Developer by the City or the Trustee, the City, or the Trustee in the City's name, may (but shall not be obligated so to do), without waiving or releasing the Developer from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Developer, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of an Event of Default arising due to the failure to pay Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Developer hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Developer shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Developer's option to purchase the Project as provided in **Article XI** shall not be terminated upon an Event of Default, unless and until this Lease is terminated to the

extent permitted pursuant to **Section 12.2(a)(ii)**. The parties agree that no provision of this Lease shall be construed to allow the City to require the Developer to acquire, construct or install the Project.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Developer of any covenant, agreement or undertaking by the Developer, the City may nevertheless accept from the Developer any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Developer which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the City under this Article, upon written notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

- (a) The Developer may sublease, assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act.
- (b) With respect to any assignment, the Developer shall comply with the following conditions:
 - (i) the Developer shall notify the City and the Trustee of the assignment in writing;
 - (ii) such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;
 - (iii) such assignment shall include the entire then unexpired term of this Lease; and
 - (iv) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Developer to be performed and observed.
- (c) Any assignee of all the rights of the Developer shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Developer and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the Bonds, the Developer shall be released from and have no further obligations under this Lease, the Performance Agreement or any other document related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Developer may, in its ordinary course of business, sublease all or portions of the Project to tenants without the prior consent of the City so long as the Developer remains obligated to perform all of its obligations under this Lease and the Performance Agreement.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest and premium, if any, on the Bonds, and the Developer hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(a)(ii)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated, except for terminations of this Lease expressly authorized herein, without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the prior written consent of all of the Owners and each Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, or (b) transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, in each case addressed as follows:

(i) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitemo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitemo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitemo.gov

(ii) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(iii) To the Developer:

Porterhouse Development LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Casey Urkevich
E-mail: curkevich@aegfunds.com

with a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: stephen@schotthamilton.com

All notices given by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee shall be deemed fully given as of the date received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Developer to the other shall also be given to the Trustee and each Financing Party requesting such notice. The City, the Developer and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements

or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Developer shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if, after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full, the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Developer under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Developer.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns. Each Financing Party shall be a third-party beneficiary of any provisions contained herein granting rights to a Financing Party.

Section 15.7. Severability. If for any reason any provision of this Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. City Consents and Approvals. Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Project by the Developer, including but not limited to subordination and non-disturbance agreements, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Developer) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The Mayor and the Director of

Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, the Performance Agreement or this Lease as may be requested by the Developer during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, waive an Event of Default or materially change the nature of the transaction unless approved by ordinance of the City Council.

Section 15.11. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and will not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

EXHIBIT A
PROJECT SITE

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of approximately 213 residential apartments, a clubhouse, a parking lot, a dog park and any other improvements located on the Project Site, to the extent paid for in whole with Bond proceeds.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JANUARY 1, 2026, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND THE TRUSTEE, AND A LEASE AGREEMENT DATED AS OF JANUARY 1, 2026, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND PORTERHOUSE DEVELOPMENT LLC

The undersigned Authorized Developer Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs. The total amount of this requisition and all prior requisitions is as follows:

<u>Date of Project Costs</u>	<u>Amount Submitted in this Requisition</u>	<u>Requisitions Submitted to Date (Including this Requisition)</u>

2. A total of \$_____ has been requested to pay for all Project Costs to date, which amount is less than \$55,000,000.

3. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

4. Each of the items for which payment is requested is or was desirable and appropriate in connection with the purchase and construction of the Project, has been properly incurred and is a proper charge against the Project Fund, has been paid by the Developer or is justly due to the Persons whose names and addresses are stated on **Schedule 1**, and has not been the basis of any previous requisition from the Project Fund.

5. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become

the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

6. With respect to this disbursement, the Developer (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees that it will not seek recourse from the Trustee as a result of any losses incurred by it for making the disbursement in accordance with such wire instructions.

7. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Authorized Developer Representative

Approved this _____ day of _____, 20__.

CITY OF ST. CHARLES, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: _____, 20__

GRANTOR: CITY OF ST. CHARLES, MISSOURI

Mailing Address: 200 North Second Street
St. Charles, Missouri 63301

GRANTEE: PORTERHOUSE DEVELOPMENT LLC

Mailing Address: 1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

LEGAL DESCRIPTION: See Exhibit A

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

REFERENCE BOOK & PAGE: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made _____, 20 __, by and between

CITY OF ST. CHARLES, MISSOURI

200 North Second Street
St. Charles, Missouri 63301

(the “**Grantor**”), and

PORTERHOUSE DEVELOPMENT LLC

a Missouri limited liability company
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

(the “**Grantee**”);

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee (the receipt and sufficiency of which are hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A**, attached hereto and incorporated herein by reference, together with any improvements thereon (the “Real Estate”);

SUBJECT TO (a) easements, restrictions, reservations and declarations of record at the time the Grantee conveyed title to the Real Estate to the Grantor, (b) taxes and assessments, general and special, not now due and payable, (c) rights of the public in and to the parts thereof in streets, roads, or alleys, and (d) easements, restrictions, reservations and declarations of record not described in clauses (a) – (c) above, which have been consented to in writing by the Grantee.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it; except as provided above; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, except as provided above.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

[Remainder of Page Intentionally Left Blank]

“GRANTEE”

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

STATE OF MISSOURI)
)
_____ COUNTY) SS.

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared **CASEY URKEVICH**, to me personally known, who, being by me duly sworn, did say that he is a Manager of **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A
LEGAL DESCRIPTION

**CITY OF ST. CHARLES, MISSOURI,
As Lessor,**

AND

**PORTERHOUSE DEVELOPMENT LLC,
As Lessee**

LEASE AGREEMENT

Dated as of January 1, 2026

Relating to:

**§ _____
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(Boulders at Southpointe Project)
[*Series 2026B/C/D*]**

Certain rights of the City of St. Charles, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., as trustee (the “Trustee”) under the Trust Indenture dated as of January 1, 2026, between the City and the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of January 1, 2026 (this “Lease”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **PORTERHOUSE DEVELOPMENT LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Company”), as lessee;

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-__ (the “Ordinance”) on January 6, 2026, authorizing the City to issue its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), [*Series 2026B/C/D*], in the maximum principal amount of \$ _____ (the “Bonds”), for the purpose of acquiring approximately ____ acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, the “Project Site”) and constructing thereon approximately ____ square feet of commercial space that is currently expected to contain _____ (as more fully described on **Exhibit B**, the “Project Improvements” and, together with the Project Site, the “Project”).

3. Pursuant to the Ordinance, the City is authorized to enter into (a) a Trust Indenture of even date herewith (the “Indenture”) with UMB Bank, N.A., as trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, (b) a Special Warranty Deed from the Company, as grantor, to the City, as grantee, for the purpose of transferring fee title to the Project Site to the City and (c) this Lease with the Company for the purpose of leasing the Project back to the Company for rent sufficient to pay the principal of and interest on the Bonds.

4. Pursuant to the foregoing, the City desires to lease the Project to the Company, and the Company desires to lease the Project from the City, for the rental payments and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, including **Section 5.2(e)**, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Date of Lease. The dating of this Lease as of January 1, 2026, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

Section 1.4. Incorporation.

(a) The Recitals hereof are all incorporated into this Lease as if fully and completely set out in this Section.

(b) The Exhibits to this Lease are hereby incorporated into and made a part of this Lease.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to acquire fee title to the Project Site, subject to Permitted Encumbrances, and to acquire, purchase, construct and improve or cause to be acquired, purchased, constructed and improved the Project Improvements on the Project Site. The City agrees to lease the Project to the Company and to sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(d) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of an Authorized Company Representative; provided, however, the City's execution of this Lease and the Indenture shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof; provided, subsequent to an Event of Default hereunder, the City may, but is not obligated to, operate the Project in such manner as the City determines.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, (i) conflict with or result in a breach of any of the terms, conditions or provisions of any mortgage, deed of trust, lease or any other restriction, agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or (ii) constitute a default under any of the foregoing, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or

assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) The estimated costs of the purchase, construction and improvement of the Project are in accordance with sound engineering and accounting principles.

(e) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rental payments and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on December 31 of the ninth calendar year following the calendar year in which the Abatement Initiation Date occurs.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof and the Indenture, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's ownership of the Project. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or

requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee shall (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4**. In that event, so long as the sole Owner of the Bonds is the lessee under this Lease, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in such requisition certificates.

Section 4.2. Purchase and Construction of the Project. The City and the Company agree that the Company, as the agent of the City, shall purchase, construct and improve the Project as follows:

(a) The City will acquire fee title to the Project Site at the execution hereof. Concurrently with the execution of this Lease, (1) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (2) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City and the Trustee.

(b) On behalf of the City, the Company will purchase, construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site substantially in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the any of the provisions of **Article VIII**.

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(d) The Company will cause the purchase, construction, installation and improvement of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5**.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of requisition certificates pursuant to **Section 4.4**. The Company may not

submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisition certificates for Project Costs incurred before the Completion Date within three months after the Completion Date. The maximum amount of Project Costs for which requisition certificates may be submitted is expressly limited to \$ _____.

Section 4.4. Payment for Project Costs.

(a) The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and to endorse the Bonds, if the Trustee is holding the Bonds, upon receipt by the Trustee of requisition certificates in substantially the form attached as **Exhibit C**, signed by an Authorized Company Representative and approved by an Authorized City Representative. The Company agrees that the information in each requisition certificate will be accurate in all respects when given and that the Company will notify the City and the Trustee in writing if the Company becomes aware of any material inaccuracies in a requisition certificate after the date on which it is given. Upon request by the City, the Company shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate.

(b) The Trustee may rely conclusively on each such requisition certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by an Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by an Authorized Company Representative stating (a) that the purchase, construction and improving of the Project have been substantially completed in accordance with the Plans and Specifications, (b) the date of substantial completion thereof, and (c) that all costs and expenses of the purchase, construction and improving of the Project (other than punch list items) have been incurred. Notwithstanding the foregoing, (i) such certificate shall state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being and (ii) such certificate shall be deemed given on December 31, 2029 if not actually filed with the City and the Trustee by December 31, 2029, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or other casualty, strike, lockout, civil disorder, war, terrorist threat or acts, restrictive government regulations, actions or orders (including work stoppages or quarantines), lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, pandemics, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Company provides written notice to the City and the Trustee, within 30 days after the Company has actual notice of the claimed event, specifying the Permitted Excuse. If the Trustee has not received notice of the Completion Date by December 1, 2029, the Company shall notify the Trustee whether the Company expects the Completion Date to occur by December 31, 2029. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2030.

Section 4.6. Surplus in Project Fund. On or promptly after the Completion Date, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed in writing by the Company solely (a) to the payment of principal

and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of City. The Project Site and the Project Improvements located thereon at the execution hereof that the Company desires to convey to the City, all work and materials related to the Project as such work progresses and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances, the Fee Deed of Trust and the Leasehold Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Construction Contracts. The Company may enter into one or more construction contracts to complete the Project. All construction contracts entered into by or on behalf of the Company shall state that the contractor has no recourse against the City or the Trustee in connection with the contractor's construction of the applicable portion of the Project.

Section 4.10. Sales and Use Tax Exemptions. The City will provide a project exemption certificate to the Company in connection with the Company's acquisition of eligible construction materials for the Project Improvements. The City agrees to assist the Company in implementing the sales and use tax exemptions from the State of Missouri pursuant to Section 144.062 of the Revised Statutes of Missouri.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the Company or a Financing Party is the sole holder of the Bonds, the Company, as lessee under this Lease, may set-off the then-current Basic Rent payment against the City's obligation to the Company, as bondholder, to pay principal of and

interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company, as lessee, is deemed to have paid its obligation to the City to pay Basic Rent under this Lease and the City is deemed to have paid its obligation to the Company, as bondholder, to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if any Person other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent.

(a) The Company covenants and agrees that during each year the Project is exempt from ad valorem real property taxes by reason of the City's ownership thereof, the Company will pay as Additional Rent the following PILOT Payments:

(1) In each year before the Abatement Initiation Date occurs, an amount equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Emergency Service Districts (as defined in subsection (e) below), but for the City's ownership thereof.

(2) In the year in which the Abatement Initiation Date occurs and in each of the four years thereafter (expected to be 2028 through 2032, inclusive), the sum of the following:

(A) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes (as defined in subsection (e) below); plus

(B) To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(3) In the next five years (expected to be 2033 through 2037, inclusive), the sum of the following:

(A) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes; plus

(B) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to 50% of the ad valorem real property taxes above the Base Taxes that would otherwise be due, but for the City's ownership of the Project; plus

(C) To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(4) In each year thereafter until this Lease is terminated, an amount equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Emergency Service Districts, but for the City's ownership thereof.

(5) Any other amounts required to satisfy the obligations to any applicable emergency service providers pursuant to Section 100.050 of the Act. As of the date hereof, the Ambulance District (as defined in subsection (e) below) and the Dispatch and Alarm (as defined in subsection (e) below) are the only emergency services providers (as referenced in the Act) that impose ad valorem tax levies within the boundaries of the Project. If in the future an emergency services provider (other than the Ambulance District and the Dispatch and Alarm) imposes an ad valorem tax levy within the boundaries of the Project, the Company shall make additional PILOT Payments as may be required to satisfy any obligations to such emergency services provider pursuant to the Act with respect to the Project. Any additional PILOT Payment paid pursuant to this **Section 5.2(a)(5)** shall be paid directly to the emergency services provider.

Upon the expiration or earlier termination of this Lease, and upon the payment of the amount due under **Article XI**, if any, the Company shall have no further obligation to pay the PILOT Payments.

(b) Except as otherwise provided in **Section 5.2(a)(5)**, each PILOT Payment required to be paid as Additional Rent shall be payable to the Collector (as defined in subsection (e) below). The Company covenants and agrees to make each PILOT Payment on or before December 31 of each year.

(1) Upon receipt from the Assessor (as defined in subsection (e) below), the City will forward to the Company the Assessor's most recent assessed valuation with respect to the Project, together with any supporting documentation provided by the Assessor to the City relating to such valuation.

(2) Upon receipt from the Collector, the City will forward to the Company any documentation from the Collector regarding the amount of PILOT Payments due hereunder based on the most recent assessed valuation and the then-current property tax levy of each affected taxing jurisdiction. The Company shall notify the Collector and the City if the Company has not received such notice by December 1.

(3) The Company's failure to receive notice under subsection (1) or (2) above does not relieve the Company of its obligation to make the applicable PILOT Payment by December 31 as provided herein.

(c) Within 30 days after receipt of each PILOT Payment pursuant to **Section 5.2(a)** above, the Collector shall, after deducting its customary fee for collection thereof and, if applicable, any other deductions generally provided by law as if the PILOT Payment were a "property tax collection," divide each PILOT Payment as follows:

(1) FIRST – The portion of the PILOT Payment due and owing to the Emergency Service Districts under **Section 5.2(a)(2)(B)** and **Section 5.2(a)(3)(C)** shall be paid to the Emergency Service Districts; and

(2) SECOND – The remainder of the PILOT Payment shall be distributed among all of the affected taxing jurisdictions, excluding the Emergency Service Districts, in proportion to such taxing jurisdictions' respective, then-current ad valorem tax levies.

(d) The Company shall also pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(1) all reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture or this Lease, including but not limited to (i) claims by contractors or subcontractors, as and when the same becomes due (ii) any disposition of this Lease pursuant to **Article XIII** and (iii) the review and execution of any Financing Documents;

(2) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date), including all fees, charges and expenses of the City and bond counsel, and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(3) all reasonable fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease or the Indenture by the City, the Trustee or the Owners, including counsel fees and expenses; and

(4) all other payments of whatever nature that the Company has agreed in writing to pay or assume under the provisions of this Lease or the Indenture.

(e) For purposes of this Section, the following words and terms as used herein shall have the following meanings:

“Ambulance District” means the St. Charles County Ambulance District.

“Assessor” means the Assessor of St. Charles County, Missouri.

“Base Taxes” means the amount of ad valorem real property taxes due to each taxing jurisdiction on the Project Site in 2025.

“Collector” means (a) the Collector of Revenue of St. Charles County, Missouri, or (b) if the Collector of Revenue of St. Charles County, Missouri, will not perform the responsibilities of the Collector hereunder, the Finance Director of the City or his or her designee.

“Dispatch and Alarm” means the St. Charles County Dispatch and Alarm.

“Emergency Service Districts” means the Ambulance District and the Dispatch and Alarm.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as described in **Section 5.1** and **Section 11.5**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City’s title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company’s use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City’s legal

organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Company to terminate this Lease and purchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Company's expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term, the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against

or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein), or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that, with respect to any special assessments or other governmental charges that are lawfully levied and assessed and that may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided the Company, (i) before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (v) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City or the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the PILOT Payments to be made by the Company under **Section 5.2** of this Lease to the extent of any ad valorem taxes imposed with respect to the Project and paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to this Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Concurrently with the execution of this Lease, the Company will provide, to the City and the Trustee, a commitment for title insurance or such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site.

Section 7.2. Casualty Insurance.

(a) Prior to commencement of construction of the Project Improvements, the Company shall at its sole cost and expense obtain a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction through the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. All such policies of insurance pursuant to this Section, and all renewals thereof, shall include an endorsement naming the City and the Trustee as insureds, as their respective interests may appear, and, to the extent such agreement is available from the insurer, shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the Company, the City, the Trustee and each other insured named therein. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be, subject to the rights of each Financing Party under the Financing Documents (if any), and unless otherwise provided by law, (i) paid over to the Trustee and applied as provided in **Article IX**, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

Section 7.3. Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), including an endorsement under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies and endorsements of said insurance shall, to the extent such agreement is available from the insurer, contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the Company, the City, the Trustee and each other insured named therein. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Company may make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (i) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto, and (ii) when commenced, be prosecuted to completion with due diligence. Any such additions, modifications and improvements shall be subject to ad valorem taxes, or if for any reason the Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due but for the City's interest therein, unless otherwise agreed to by the City.

(b) The Company shall, following the Completion Date, notify the City in writing of any improvements to the Project that in the aggregate are reasonably expected to exceed \$1,000,000 during any calendar year. If such improvements constitute personal property, any such improvements shall remain the property of the Company, shall not become part of the Project, and shall be subject to ad valorem taxes.

Section 8.2. Additional Improvements on the Project Site. Subject to **Section 8.1(b)**, the Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included in the Project and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to,

alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due on such additional buildings and improvements (unless otherwise agreed to by the City) but for the City's interest therein.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. The City shall cooperate with the Company to obtain, amend or maintain any existing or future municipal or other governmental permit or authorization for the Project that requires the City's signature, certification or consent as the owner of any part of the Project, including executing any required applications, certifications or reports. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.4. Liens on the Project.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of any lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Company or anyone claiming by, through or under the Company upon credit. No lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof, except to the extent consented to by the City in accordance with Section 513.455.2 of the Revised Statutes of Missouri.

(b) Notwithstanding paragraph (a) above, and subject to the terms of the Fee Deed of Trust, the Company may contest any such lien if the Company (i) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall defend, save and hold harmless the City from any loss, cost or expense the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or the discharge

or removal of any such lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

(c) In accordance with Section 513.455 of the Revised Statutes of Missouri, the City hereby consents to the subjection of the Project and the Project Site to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements, together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as a "project" permitted by the Act.

If the Company elects to construct any such new buildings and improvements, then for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage to or loss of the Project shall be used, unless otherwise provided by law, to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$5,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in an amount of \$5,000,000 or more shall be (i) paid to the Trustee, deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be, except as otherwise provided by law, deposited in the Bond Fund, subject to the rights of the leasehold mortgagee (if any) and any other Financing Parties (if any). If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage and that they will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt written notice to the City, the Trustee and any other Financing Party of all fires and any other casualties occurring in, on, at or about the Project Site causing (in the Company's opinion) damage of more than \$5,000,000.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project or any part thereof is not practicable or desirable, or if the Company does not have the right under any Financing Document to use any Net Proceeds for repair or restoration of the Project or any part thereof, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole Owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project or any part thereof is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being rebuilt, repaired, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rental payments payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of each Financing Party under the Financing Documents (if any) with respect to such Net Proceeds.

(i) Nothing herein shall be deemed to authorize the Company to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project Site in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify, in writing, the City, the Trustee, and each Financing Party under the Financing Documents (if any) as to the nature and extent of

such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, or if the Company does not have the right under any Financing Document to use any Net Proceeds of condemnation awards received by the Company, then any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of each Financing Party under the Financing Documents (if any). Alternatively, if the Company is the sole Owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of any condemnation award and retain such proceeds for its own account.

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rental payments payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and each Financing Party (if any).

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may, before the application thereof by the City or the Trustee, be applied as directed in writing by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under **Section 5.2**.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's (or their respective employees, consultants or agents') respective negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(a)(ii)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting a part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company that are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Company has paid all obligations due and owing under the Indenture (or such obligations have been canceled), and this Lease, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, installation or maintenance of the Project, or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Company's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that, at the written request of the Company, it will execute and deliver and will cause and direct the Trustee in writing to execute and deliver any instrument necessary or appropriate to approve, confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any similar agreement or other arrangement, upon receipt by the

City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance, and that the Company will defend, indemnify and save and hold harmless the City and the Trustee from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of any instrument, agreement or arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any similar agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (B) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage and the note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under any Financing Document or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under **Section 5.2** are paid.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Company to the City in writing that the Company has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply with respect to each such Financing Party and any Financing Party existing as of the date of the execution and delivery hereof:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of each such Financing Party;

(ii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice

of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each such Financing Party;

(iii) each such Financing Party shall have the same period of time that the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 days, and the City shall accept performance by any such Financing Party as timely performance by the Company;

(iv) the City may exercise any of its rights or remedies with respect to any Event of Default by the Company, subject to the rights of each such Financing Party under this **Section 10.4(d)** as to such Event of Default. Without limiting the generality of the foregoing, any such Financing Party may cause the sale of the leasehold interest of the Company to be sold at a foreclosure sale conducted in accordance with applicable law and the terms of its Financing Documents, accept assignment of this Lease in lieu of foreclosure and appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as any such Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that any such Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(vi) each such Financing Party (and its designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents;

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior notice to and the written consent of each such Financing Party; and

(viii) each such Financing Party may, on behalf of the Company and without the consent of the Company, but only having first caused the redemption of the Bonds, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Company agrees that the City and the Trustee will have no liability for taking direction from any Financing Party in connection with a conveyance of the Project back to the Company pursuant to **Article XI**.

(e) In connection with the execution of one or more Financing Documents, and upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or

refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's fee interest in the Project to any Fee Deed of Trust. Moreover, to facilitate the recordation of a Fee Deed of Trust, the City agrees to transfer its fee interest in the Project to the Company, if the Company re-conveys the Project back to the City immediately following the recordation of such documents via a special warranty deed in a form reasonably acceptable to counsel to the City. This Lease (or the Indenture or any related document) shall not merge into any such deed or otherwise be affected by any such transfer. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease, shall be subordinate to the Company's obligations under this Lease.

(g) All deeds of trust and other security agreements secured by the Project shall recognize that PILOT Payments due and owing under **Section 5.2** are to be given the same priority as real property taxes in the event of a foreclosure. To evidence such preference, all such deeds of trust or other security agreements must contain the following language (or similar language approved by the City Attorney):

Subordination of [Mortgage] to PILOT Payments. Lender agrees that for so long as the [Property] is subject to abatement of ad valorem real property taxes pursuant to the Lease Agreement dated as of January 1, 2026 between the City of St. Charles, Missouri (the "City"), and Porterhouse Development LLC, the lien of the [Mortgage] shall be subject and inferior to the lien of the City thereto to the extent of any unpaid PILOT Payments (as defined in the aforementioned Lease Agreement). Lender agrees that any proceeds received by Lender as a result of a foreclosure or deed in lieu of foreclosure related to the [Property] shall first be applied to pay any due and owing PILOT Payments.

Before executing any deed of trust or other security agreement secured by the Project, the Company shall provide the City with a draft of such deed of trust or other security agreement for the sole purpose of ensuring that the language required by this **Section 10.4(g)** is included therein. Any deed of trust or other security agreement secured by the Project that does not contain the required language shall be invalid and unenforceable.

(h) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Company or any Financing Party not contemplated by this **Section 10.4**, subject to approval by ordinance of the City Council.

Section 10.5. Indemnification of City and Trustee. The Company shall defend, indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease (or any instrument requested by the Company pursuant to **Section 10.4**), the Indenture or any other document entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from

liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (A) the result of work being performed at the Project Site by employees of the City or (B) the result of the negligence or willful misconduct of the City or its officers, employees, agents or representatives, or (ii) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Company shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Company. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation and Other Tax Benefits. The City and the Company hereby acknowledge and agree that:

- (a) this Lease is intended to be and shall be treated as a "financing lease" for federal income tax purposes;
- (b) the Company shall be treated, solely for federal income tax purposes, as the owner of the Project and, as such, shall be entitled to claim all depreciation and amortization deductions and other tax benefits attributable to the ownership of the Project;
- (c) each party shall report and file all federal income tax returns consistent with the intended tax treatment; and
- (d) the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, amortization deductions or other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person (a) expressly assumes in writing all the obligations of the Company contained in this Lease, and (i) has a long-term-debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories established by a nationally-recognized rating service or (ii) is controlled by, under common control with or controls the Company, or (b) is otherwise approved by the City Council. This Section does not limit the Company's transfer rights under **Section 13.1**.

Section 10.8. Security Interests. The City shall file all initial financing statements as may be required under the Uniform Commercial Code. The City and the Company hereby authorize the Trustee to file all appropriate continuation statements as may be required under the Uniform Commercial Code in

order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then-Outstanding, the Trustee, pursuant to the terms of the Indenture, shall file all continuation instruments the Owners deem necessary to be filed for so long as the Bonds are Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument, and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. The Trustee may conclusively rely upon any initial filing in filing any continuation statement or modification thereto pursuant to this Section.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

“Environmental Laws” means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Company to any federal, state, local or other agencies or authorities or which are received by the Company from any federal, state, local or other agencies or authorities with respect to the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Company. The Company will provide to the City, for review only, any environmental assessments (“Assessments”) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments (“Reports”) concerning the Project; upon the completion of the City’s review of the Assessments and Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental

Notices”) showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Company will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof in any material respect nor cause, suffer, allow or permit anyone else to do so except in compliance with all applicable Environmental Laws.

(f) The Company agrees to defend, indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials and employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees and expenses, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project Site or respecting any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (ii) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project or any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Company’s obligations under this **Section 10.9(f)** shall not apply (1) to the City to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of work being performed at the Project Site by employees of the City or the negligence or willful misconduct of the City or (2) to the Trustee to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of the negligence or willful misconduct of the Trustee. The City and the Trustee shall reasonably cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. The City and the Trustee shall reasonably cooperate with the Company in defending any such claims, demands, costs, liabilities, damages or expenses. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, provide a certificate of the Company confirming all real property taxes have been paid with respect to the Project and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its purchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date. The Company may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company if it exercises the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project; plus

(d) an amount of money equal to either:

(1) if the Company exercises its option to purchase the Project *before* the Collector notifies the Company of the PILOT Payment due under **Section 5.2** for the calendar year in which the Company purchases the Project, an amount equal to 100% of the ad valorem real property taxes that would otherwise have been due on the Project, but for the City's ownership thereof, for the preceding calendar year (the "Escrowed Amount"). Once the Collector notifies the Company of the amount due under **Section 5.2** for the calendar year in which the Company purchases the Project, the Collector will use the Escrowed Amount to pay the PILOT Payment and refund the remaining amount, if any, to the Company; or

(2) if the Company exercises its option to purchase the Project *after* receiving notification by the Collector of the PILOT Payment due under **Section 5.2** for the calendar

year in which the Company purchases the Project, an amount equal to such PILOT Payment; plus

(e) the sum of \$10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) documents, including without limitation a special warranty deed as to the Project, in substantially the form attached as **Exhibit D**, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the expiration of the Lease Term and following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(e)**.

Section 11.5. Right to Set-Off. At its option, to be exercised at least five days before the date of closing of any purchase under this **Article XI**, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Company may set-off any payment obligation under **Section 11.1(a)** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Company has commenced such cure within said 60-day period, and (ii) the Company diligently prosecutes such cure to completion); or

(c) the Company: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the United States Bankruptcy Code, as now or in the future amended, or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or any contest is finally adjudicated or any stay is vacated or set aside.

Section 12.2. Remedies on Default.

(a) If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City’s election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(i) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(ii) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may convey the Project to the Company and bring an action against the Company for the purchase price of the Project under **Section 11.1** or re-enter and take possession of the Project; provided, however, if the Company has paid all obligations due and owing under the Indenture and this Lease, the City shall convey the Project in accordance with **Section 11.2**. The Company's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

(b) If the City defaults on any of its obligations under this Lease, the Company's sole remedy for such default shall be to sue for specific performance of this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V**, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Company's exercise of the purchase option contained in **Article XI**, the Company's obligations under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default and the continuance of such failure on the Company's part for 60 days after written notice of such failure is given to the Company by the City or the Trustee, the City, or the Trustee in the City's name, may (but shall not be obligated so to do), without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of an Event of Default arising due to the failure to pay Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to purchase the Project as provided in **Article XI** shall not be terminated upon an Event of Default, unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(a)(ii)**. The parties agree that no provision of this Lease shall be construed to allow the City to require the Company to acquire, construct or install the Project.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the City under this Article, upon written notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

Section 12.8. Interest on Late Payments. Any amounts due hereunder that are not paid when due shall bear interest at the greater of the maximum allowable interest rate or the interest rate of 18% per annum from the date such payment was first due.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

- (a) The Company may sublease, assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act.
- (b) With respect to any assignment, the Company shall comply with the following conditions:
 - (i) the Company shall notify the City and the Trustee of the assignment in writing;
 - (ii) such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;
 - (iii) such assignment shall include the entire then unexpired term of this Lease; and
 - (iv) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.
- (c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any other document related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Company may, in its ordinary course of business, sublease all or portions of the Project to tenants without the prior consent of the City so long as the Company remains obligated to perform all of its obligations under this Lease.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest and premium, if any, on the Bonds, and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(a)(ii)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated, except for terminations of this Lease expressly authorized herein, without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the prior written consent of all of the Owners and each Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, or (b) transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, in each case addressed as follows:

(i) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitemo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitemo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitemo.gov

(ii) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(iii) To the Company:

Porterhouse Development LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Casey Urkevich
E-mail: curkevich@aegfunds.com

with a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: stephen@schotthamilton.com

All notices given by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee shall be deemed fully given as of the date received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee and each Financing Party requesting such notice. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to

approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if, after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full, the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns. Each Financing Party shall be a third-party beneficiary of any provisions contained herein granting rights to a Financing Party.

Section 15.7. Severability. If for any reason any provision of this Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. City Consents and Approvals. Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Project by the Company, including but not limited to subordination and non-disturbance agreements, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such

consents, estoppels and waivers relating to the Bonds, the Indenture or this Lease as may be requested by the Company during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, waive an Event of Default or materially change the nature of the transaction unless approved by ordinance of the City Council.

Section 15.11. Employee Verification The Company will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the business entity receiving tax abatement. The Company shall provide such affidavit, in substantially the form attached as **Exhibit E**, on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026.

Section 15.12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and will not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

EXHIBIT A
PROJECT SITE

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of approximately ____ square feet of commercial space that is currently expected to contain _____ and any other improvements located on the Project Site, to the extent paid for in whole with Bond proceeds.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JANUARY 1, 2026, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND THE TRUSTEE, AND A LEASE AGREEMENT DATED AS OF JANUARY 1, 2026, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND PORTERHOUSE DEVELOPMENT LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs. The total amount of this requisition and all prior requisitions is as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. A total of \$_____ has been requested to pay for all Project Costs to date, which amount is less than \$_____.

3. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

4. Each of the items for which payment is requested is or was desirable and appropriate in connection with the purchase and construction of the Project, has been properly incurred and is a proper charge against the Project Fund, has been paid by the Company or is justly due to the Persons whose names and addresses are stated on **Schedule 1**, and has not been the basis of any previous requisition from the Project Fund.

5. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become

the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

6. With respect to this disbursement, the Company (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees that it will not seek recourse from the Trustee as a result of any losses incurred by it for making the disbursement in accordance with such wire instructions.

7. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20__.

CITY OF ST. CHARLES, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: _____, 20__

GRANTOR: CITY OF ST. CHARLES, MISSOURI

Mailing Address: 200 North Second Street
St. Charles, Missouri 63301

GRANTEE: PORTERHOUSE DEVELOPMENT LLC

Mailing Address: 1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

LEGAL DESCRIPTION: See Exhibit A

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

REFERENCE BOOK & PAGE: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made _____, 20____, by and between

CITY OF ST. CHARLES, MISSOURI

200 North Second Street
St. Charles, Missouri 63301

(the “**Grantor**”), and

PORTERHOUSE DEVELOPMENT LLC

a Missouri limited liability company
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

(the “**Grantee**”);

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee (the receipt and sufficiency of which are hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A**, attached hereto and incorporated herein by reference, together with any improvements thereon (the “Real Estate”);

SUBJECT TO (a) easements, restrictions, reservations and declarations of record at the time the Grantee conveyed title to the Real Estate to the Grantor, (b) taxes and assessments, general and special, not now due and payable, (c) rights of the public in and to the parts thereof in streets, roads, or alleys, and (d) easements, restrictions, reservations and declarations of record not described in clauses (a) – (c) above, which have been consented to in writing by the Grantee.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it; except as provided above; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, except as provided above.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT E

FORM OF AFFIDAVIT OF COMPANY

STATE OF MISSOURI)
) SS
_____ COUNTY)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a member of Porterhouse Development LLC, a Missouri limited liability company (the "Company"), and am authorized by the Company to attest to the matters set forth herein.

The Company has no employees and is not expected to have any employees in the future. All employment matters related to projects undertaken by the Company in the City of St. Charles, Missouri, will be administered by its affiliate, Clearpath Development, LLC ("*Clearpath*"). I hereby affirm Clearpath's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri.

Clearpath does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri.

Further Affiant Sayeth Not.

PORTERHOUSE DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires on: _____

EXHIBIT E

BOND PURCHASE AGREEMENTS

[On file in the office of the City Clerk]

\$55,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(BOULDERS AT SOUTHPOINTE PROJECT)
SERIES 2026A

Dated as of January 1, 2026

BOND PURCHASE AGREEMENT

Honorable Mayor and City Council
City of St. Charles, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Porterhouse Development LLC, a Missouri limited liability company (the “Purchaser”), offers to purchase from the City of St. Charles, Missouri (the “City”), the above-referenced bonds (the “Bonds”), to be issued by the City under and pursuant to Ordinance No. 26-__ passed by the City Council on January 6, 2026 (the “Ordinance”) and a Trust Indenture dated as of January 1, 2026 (the “Indenture”) by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, the City Charter and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Lease Agreement dated as of January 1, 2026 (the “Lease”) by and between the City and the Purchaser, the Development and Performance Agreement dated as of January 1, 2026 (the “Performance Agreement”) by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of purchasing, constructing and improving the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City’s knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations

represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture, the Performance Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Bond Purchase Agreement on behalf of the Purchaser is duly authorized to execute this Bond Purchase Agreement.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$55,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean January __, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs paid by the Purchaser from its own funds on or before the Closing Date and, at the Purchaser's option, the costs of

issuance of the Bonds if such costs are not paid from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall mature, accrue interest and be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$55,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Lease, the Performance Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby or hereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Lease or the Performance Agreement, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(c) To the Purchaser:

Porterhouse Development LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Casey Urkevich
E-mail: curkevich@aegfunds.com

with a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: stephen@schotthamilton.com

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser, in whole as to all of the Bonds, to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Lease and the Performance Agreement, or if such assignment is in part as to the Bonds, the obligations of the Purchaser contained in the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned and the Bonds may be pledged, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 9. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

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Very truly yours,

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

DATE OF EXECUTION: _____, 2026.

Accepted and Agreed to this ____ day of _____, 2026.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

§ _____
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(BOULDERS AT SOUTHPOINTE PROJECT)
[*SERIES 2026B/C/D*]

Dated as of January 1, 2026

BOND PURCHASE AGREEMENT

Honorable Mayor and City Council
City of St. Charles, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Porterhouse Development LLC, a Missouri limited liability company (the “Purchaser”), offers to purchase from the City of St. Charles, Missouri (the “City”), the above-referenced bonds (the “Bonds”), to be issued by the City under and pursuant to Ordinance No. 26-__ passed by the City Council on January 6, 2026 (the “Ordinance”) and a Trust Indenture dated as of January 1, 2026 (the “Indenture”) by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, the City Charter and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Lease Agreement dated as of January 1, 2026 (the “Lease”) by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of purchasing, constructing and improving the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City’s knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Bond Purchase Agreement on behalf of the Purchaser is duly authorized to execute this Bond Purchase Agreement.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$_____ plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean January __, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs paid by the Purchaser from its own funds on or before the Closing Date and, at the Purchaser's option, the costs of issuance of the Bonds if such costs are not paid from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall mature, accrue interest and be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$ _____; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Lease, this Bond Purchase Agreement and any other instrument contemplated thereby or hereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Lease, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(c) To the Purchaser:

Porterhouse Development LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Casey Urkevich
E-mail: curkevich@aegfunds.com

with a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: stephen@schotthamilton.com

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser, in whole as to all of the Bonds, to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Lease, or if such assignment is in part as to the Bonds, the obligations of the Purchaser contained in the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned and the Bonds may be pledged, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 9. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

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Very truly yours,

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

DATE OF EXECUTION: _____, 2026.

Accepted and Agreed to this ____ day of _____, 2026.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

EXHIBIT F

DEVELOPMENT AND PERFORMANCE AGREEMENT

[On file in the office of the City Clerk]

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT, dated as of January 1, 2026, as from time to time amended and supplemented in accordance with the provisions hereof (this “Agreement”), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the “City”), and **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the “Developer”).

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-__ (the “Ordinance”) on January 6, 2026, approving a Plan for an Industrial Development Project relating to the acquisition of approximately 8.77 acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, the “Project Site”) and the construction of a seven-building multifamily residential complex thereon consisting of approximately 213 apartments (as more fully described on **Exhibit B**, the “Project Improvements”).

3. Pursuant to the Act and the Ordinance, the City is authorized to (1) issue its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A, in the maximum principal amount of \$55,000,000 (the “Bonds”), for the purpose of acquiring the Project Site and constructing the Project Improvements (together, as they may at any time exist, the “Project”) and (2) enter into a Lease Agreement dated as of January 1, 2026 (the “Lease”) with the Developer, pursuant to which the City, as lessor, will, or will cause the Developer to, acquire, construct and install the Project and will lease the Project to the Developer, as lessee, for rent sufficient to pay the principal of and interest on the Bonds.

4. In connection with the issuance of the Bonds and the Lease, the City has agreed to cooperate with the Developer and the contractors for the Project Improvements in acquiring the benefits of sales and use tax exemption for purchases of materials used to construct the Project Improvements.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Developer, in consideration of the Developer’s desire to cause the acquisition, construction and improvement of the Project, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined elsewhere herein, the following words and terms as used herein shall have the following meanings:

“Abatement Initiation Date” means January 1 of the year immediately following the year in which the first building of the Project is completed.

“Affiliate” means any entity that controls, is controlled by or under common control with another company or entity.

“Ambulance District” means the St. Charles County Ambulance District.

“Assessor” means the Assessor of St. Charles County, Missouri.

“Base Taxes” means the amount of ad valorem real property taxes due to each taxing jurisdiction on the Project Site in 2025.

“Collector” means (a) the Collector of Revenue of St. Charles County, Missouri, or (b) if the Collector of Revenue of St. Charles County, Missouri, will not perform the responsibilities of the Collector hereunder, the Finance Director of the City or his or her designee.

“Commercial Projects” means, collectively, (a) the construction of approximately 5,200 square feet of commercial space that is currently expected to contain a convenience store on approximately 1.47 acres of real property generally located at 350 Hemsath Road in the City, (b) the construction of approximately 2,161 square feet of commercial space that is currently expected to contain a fast-food restaurant on approximately 1.06 acres of real property generally located at 350 Hemsath Road in the City, and (c) the construction of approximately 2,306 square feet of commercial space that is currently expected to contain a coffee shop on approximately 0.77 acres of real property generally located at 350 Hemsath Road in the City.

“Contractual Payments” means the payments due to the City under **Section 4.1**.

“Dispatch and Alarm” means the St. Charles County Dispatch and Alarm.

“Emergency Service Districts” means the Ambulance District and the Dispatch and Alarm.

“Event of Default” means any Event of Default as provided in **Section 7.1**.

“Indenture” means the Trust Indenture dated as of January 1, 2026, between the City and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article III**.

“Project Costs” means all costs of purchasing, constructing and installing the Project.

“Related Entity” means (a) an Affiliate of the Developer, (b) a lender, investor in, or operator of the Project, (c) an Affiliate of any entity described in subsection (b) hereof.

“Trustee” means UMB Bank, N.A.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City intends to issue the Bonds (to be purchased by the Developer) under the Act for the purpose of paying a portion of the Project Costs. Simultaneously with the issuance of the Bonds, the City will acquire fee title to the Project Site.

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes on real property. The Bond transaction and the Bond documents are intended to facilitate 10 years of real property tax abatement, beginning in the year in which the Abatement Initiation Date occurs.

Section 3.2. Payments in Lieu of Taxes.

(a) The Developer covenants and agrees that during each year the Project is exempt from ad valorem real property taxes by reason of the City’s ownership thereof, the Developer will make PILOT Payments in such amounts and at such times as set forth in this **Article III**.

(b) The parties expect the Assessor to annually determine an assessed valuation with respect to the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri as if title to the Project were in the name of the Developer and not the City. To facilitate the assessment, the Developer agrees to provide to the Assessor such information as the Assessor may reasonably require to complete the assessment of the Project. Upon receipt from the Assessor, the City will forward to the Developer the Assessor’s most recent assessed valuation with respect to the Project, together with any supporting documentation provided by the Assessor to the City relating to such valuation.

(c) Upon receipt from the Collector, the City will forward to the Developer any documentation from the Collector regarding the amount of PILOT Payments due hereunder based on the most recent assessed valuation and the then-current property tax levy of each affected taxing jurisdiction. The Developer shall notify the Collector and the City if the Developer has not received such notice by December 1. Except as otherwise provided in **Section 3.2(d)**, the PILOT Payments shall be calculated as follows:

(1) In each year before the Abatement Initiation Date occurs, an amount equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Emergency Service Districts, but for the City’s ownership thereof.

(2) In the year in which the Abatement Initiation Date occurs and in each of the four years thereafter (expected to be 2028 through 2032, inclusive), the sum of the following:

(A) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes; plus

(B) To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(3) In the next five years (expected to be 2033 through 2037, inclusive), the sum of the following:

(A) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes; plus

(B) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to 50% of the ad valorem real property taxes above the Base Taxes that would otherwise be due, but for the City's ownership of the Project; plus

(C) To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(d) The parties acknowledge that, as of the date hereof, the Ambulance District and the Dispatch and Alarm are the only emergency services providers (as referenced in the Act) that impose ad valorem tax levies within the boundaries of the Project. If in the future an emergency services provider (other than the Ambulance District and the Dispatch and Alarm) imposes an ad valorem tax levy within the boundaries of the Project, the Developer shall make additional PILOT Payments as may be required to satisfy any obligations to such emergency services provider pursuant to the Act with respect to the Project. Any additional PILOT Payment paid pursuant to this **Section 3.2(d)** shall be paid directly to the emergency services provider.

(e) Except as otherwise provided in **Section 3.2(d)**, each PILOT Payment shall be payable to the Collector. The Developer covenants and agrees to make each PILOT Payment on or before December 31 of each year. The Developer's failure to receive notice under (c) or (d) of this Section does not relieve the Developer of its obligation to make the applicable PILOT Payment by December 31 as provided herein.

(f) Within 30 days after receipt of each PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof and, if applicable, any other deductions generally provided by law as if the PILOT Payment were a "property tax collection," divide each PILOT Payment as follows:

(1) FIRST – The portion of the PILOT Payment due and owing to the Emergency Service Districts under **Section 3.2(c)(2)(B)** and **Section 3.2(c)(3)(C)** shall be paid to the Emergency Service Districts; and

(2) SECOND – The remainder of the PILOT Payment shall be distributed among all of the affected taxing jurisdictions, excluding the Emergency Service Districts, in proportion to such taxing jurisdictions' respective, then-current ad valorem tax levies.

(g) The Developer is obligated to purchase the Project pursuant to **Section 11.4** of the Lease by December 31 of the ninth year following the year in which the Abatement Initiation Date occurs. (By way of example, if the Abatement Initiation Date is January 1, 2028, then the Developer must purchase the

Project by December 31, 2037.) If title to the Project has not been transferred by the City to the Developer before January 1 of the following year, then on or before December 31 of such year, and each year thereafter until title to the Project is transferred to the Developer, the Developer shall pay to the Collector a PILOT Payment equal to 100% of the ad valorem real property taxes that would otherwise be due on the Project, but for the City's ownership thereof, plus any prior year's PILOT Payment then-remaining unpaid. The Collector shall distribute each such PILOT Payment among the affected taxing jurisdictions, including the Emergency Service Districts, in proportion to their respective, then-current ad valorem tax levies.

(h) If this Agreement is terminated due to any Event of Default under **Section 7.1**, the Developer shall make a PILOT Payment to the Collector (to be distributed among the affected taxing jurisdictions, including the Emergency Service Districts, in proportion to such taxing jurisdictions' respective, then-current ad valorem tax levies) for the calendar year in which this Agreement is terminated equal to 100% of the ad valorem real property taxes that would otherwise be due on the Project for such year, but for the City's ownership thereof.

Section 3.3. Obligation to Effect Tax Abatement. The City shall, at the Developer's request and at the Developer's expense, take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein, and the City shall not be required to file litigation to effect the exemption. Notwithstanding the foregoing, the City shall instigate litigation to effect the exemption if it is agreed by the Developer that such litigation will be of no cost to the City and that the Developer will pay all costs associated with such litigation on behalf of the City. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem real property taxes on the Project. If such a levy or assessment should occur, the City shall, at the Developer's request and at the Developer's expense, cooperate with the Developer in all reasonable ways to prevent and/or remove any levy or assessment against the Project. Nothing herein shall prevent the Developer from paying any such levy or assessment under protest

Section 3.4. Other Property Taxes in Connection with the Project; Credits. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem real property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Developer's rights in the Lease), the amount of ad valorem real property tax payments related to such levy or levies that are paid by the Developer and received by the Collector shall be credited against and reduce the amount of the PILOT Payments the Developer is obligated to pay pursuant to this Agreement. The Developer shall be responsible for any taxes related to any interest in the Project that the Developer owns in its own name or is granted to the Developer other than pursuant to the Lease. Notwithstanding **Section 5.6**, there shall be no reduction in PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Developer's acquisition of construction materials for real property improvements or equipment at the Project Site.

Section 3.5. PILOT Payment if Developer Purchases the Project.

(a) If the Developer exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease before the Collector notifies the Developer of the PILOT Payment due under this Agreement, the Developer shall make a PILOT Payment to the Collector equal to 100% of the ad valorem real property taxes that would otherwise have been due on the Project, but for the City's ownership thereof, for the preceding calendar year (the "Escrowed Amount"). Once the Collector notifies the Developer of the amount due under **Section 3.2** for the calendar year in which the Developer purchases the Project, the

Collector will use the Escrowed Amount to pay the PILOT Payment (to be distributed as provided in **Section 3.2(f)**) and refund the remaining amount, if any, to the Developer.

(b) If the Developer exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease after receiving notification of the PILOT Payment due under this Agreement for the calendar year in which the Developer purchases the Project, the Developer shall pay that amount to the Collector (to be distributed as provided in **Section 3.2(f)**) at or prior to closing on the purchase of the Project.

Section 3.6. No Abatement on Special Assessments, Licenses or Fees. The City and the Developer hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Developer hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if the Project was not owned by the City. Notwithstanding the foregoing, nothing herein shall waive the Developer's right to any notice required under law or limit the ability of the Developer from protesting such special assessments, licenses or fees.

Section 3.7. Developer's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Developer the right to appeal, protest or otherwise contest in the name of the City and/or the Developer, as appropriate, any property tax valuation, assessment or classification of the Project.

Section 3.8. Personal Property. The Developer may acquire personal property on its own accord. Such personal property shall not be subject to the terms of this Agreement and shall be subject to ad valorem taxes.

ARTICLE IV

OTHER COMMUNITY BENEFITS

Section 4.1. Contractual Payments. If the amount of sales tax that the City receives from the Commercial Projects and the Project Site for each year, beginning in the year in which the Abatement Initiation Date occurs, is less than the City's aggregate sales tax rate multiplied by the following benchmarks, the Developer shall pay to the City a Contractual Payment equal to the difference between (1) the amount of sales tax generated by the Commercial Projects and the Project Site and actually received by the City and (2) the amount of sales tax that the City would have received if the following benchmarks had been attained:

Year 1	Year 2	Year 3	Year 4	Year 5
\$3,200,000	\$4,464,000	\$5,593,280	\$5,705,146	\$5,819,249

Year 6	Year 7	Year 8	Year 9	Year 10
\$5,935,633	\$6,054,346	\$6,175,433	\$6,298,942	\$6,424,921

Any Contractual Payment described above will be due within 30 days after the City sends the Developer written notice of the amount due. By way of example, if the City's sales tax rate is 2.0%, then the City would receive \$64,000 in Year 1 (projected to be 2028) if the sales at the Commercial Projects and the Project Site are \$3,200,000. If the amount of sales subject to sales tax at the Commercial Projects and the Project Site in 2028 are \$3,000,000 (producing \$60,000 in sales tax for the City based on a sales tax rate of 2.0%), the Developer would owe the City a Contractual Payment of \$4,000. Contractual Payments are not

PILOT Payments, and thus, they do not have to be disbursed to the taxing jurisdictions as described in **Section 3.2(f)**.

Section 4.2. Construction of Signage. No later than the Abatement Initiation Date, the Developer shall pay to the City \$100,000 for the purpose of constructing an electronic “Entrance to St. Charles” sign. The City shall cause the sign to be constructed on the western portion of the Developer’s approximately 0.84-acre parcel adjacent to the Project Site. In accordance with the provisions of the Sign Easement Agreement between the Developer and the City, the Developer shall grant an easement to the City to allow for the construction and maintenance of the sign. No portion of the amount paid to the City under this Section shall be refunded to the Developer and no additional funds shall be paid to the City under this Section, regardless of the actual costs of the signage.

Section 4.3. Community Improvements. The Developer shall construct road improvements adjacent to the Project Site to enhance the flow of traffic and eliminate sightline concerns along Arena Parkway (the “Road Improvements”). The Road Improvements include (1) removing the existing intersection of South Hemsath Road and Arena Parkway, and replacing it with a right-turn-only entrance into the Project Site, and (2) constructing a fully signalized intersection between North Hemsath Road and Arena Parkway. Additionally, the Developer shall install oversized stormwater piping to accommodate offsite flows and improve drainage in the area surrounding the Project Site (the “Stormwater Improvements”). All Road Improvements and Stormwater Improvements constructed pursuant to this Section related to the Project are subject to the normal approval processes and procedures of the City.

Section 4.4. Public Participation

(a) *Reasonable Rate of Return.* The purpose of affording public assistance to the Project is to accomplish the stated public purposes and not to subsidize an otherwise economically-viable development project. While the City Council has determined that the Project would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Project to the Developer is based upon projections that may or may not be fulfilled. To ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for the Developer with respect to the Project, the parties agree that a reasonable level of return for the Project is an unleveraged internal rate of return of 8.00% (the “*Maximum Rate of Return*”).

(b) *Rate of Return Calculation.* Upon the sale of substantially all of the Project to any entity other than a Related Entity before December 31, 2037, the Developer shall provide an unleveraged internal rate of return calculation (prepared using the IRR function in Microsoft Excel in accordance with industry standards) (the “*Unleveraged Rate of Return*”). For clarity, the City acknowledges that the Unleveraged Rate of Return shall be computed solely from Developer-certified project costs and pre-debt-service cash flows and shall not be subject to discretionary alteration by the City, subject to the results of an audit as described in **Section 4.4(c)** below. If the Unleveraged Rate of Return exceeds the Maximum Rate of Return, then the City and the Developer will equally divide the portion of sale proceeds that would cause the Unleveraged Rate of Return to exceed the Maximum Rate of Return; provided, the amount distributed to the City shall not exceed the total value of the tax abatement received by the Developer for the Project under this Agreement. Subject to appropriation by the City Council, the City will divide its share of any revenues received pursuant to this paragraph in the same manner as PILOT Payments are distributed. If the sale of substantially all of the Project occurs on or after December 31, 2037, no public participation shall be due and no payments from the sale shall be owed by the Developer to the City.

The Developer’s calculation of the Unleveraged Rate of Return shall include the Developer’s signed certification regarding the accuracy of the calculation. If the City elects, pursuant to subparagraph

(c) of this Section, to audit the Developer's submission, the Developer will provide, in a timely manner, detailed financial and other information required for the selected firm or consultant to complete the audit.

(c) *Audits.* The City may, within 30 days after the Developer's submission of the Unleveraged Rate of Return calculation, request an audit of the calculation by an independent firm or consultant selected by the City in its sole discretion. The Developer shall pay one-half of the costs of such firm or consultant. The firm or consultant shall inform the City and the Developer of any discrepancy identified by the audit in writing and provide a detailed explanation of the discrepancy. If the Developer does not provide a written objection to the audit findings within 30 days, then the audit findings shall be deemed final and the results of the audit shall be used in calculating or correcting the Unleveraged Rate of Return and any payments owed to the City. If the Developer provides a written objection to the audit findings within 30 days, the Developer may request a new audit by a mutually-agreeable independent firm or consultant, one-half of the costs of which shall be paid by the Developer and one-half of the costs of which shall be paid by the City. Absent manifest error, the findings of the additional audit shall be deemed final and shall be relied upon in calculating or correcting the Unleveraged Rate of Return and any payments owed to the City.

ARTICLE V

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 5.1. Representations and Warranties.

(a) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, threatened or affecting the City that would impair its ability to enter into or perform its duties and obligations under this Agreement.

(b) The Developer represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) The Developer has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(3) The execution, delivery and performance by the Developer of this Agreement have been duly authorized by all necessary action and do not violate the articles of organization or the operating agreement of the Developer, as the same may be amended and supplemented, or to the

best of the Developer's knowledge, any applicable provision of law, nor do they constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound.

(4) To the best of the Developer's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, threatened or affecting the Developer that would impair its ability to enter into or perform its duties and obligations under this Agreement.

(5) The Developer has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to purchase, construct, equip, complete and operate the Project.

(6) To the best of the Developer's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Developer to contest the same.

(7) The Project will be acquired, constructed and operated by the Developer in a manner that is consistent with the description of the Project herein and in the Lease.

Section 5.2. Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained herein shall survive termination of this Agreement for any reason.

Section 5.3. Indemnification of City. The Developer shall indemnify and defend the City to ensure that the City is held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the City's ownership of the Project, from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** or **Section 10.9** of the Lease to the extent and subject to the limitations provided therein. Notwithstanding the foregoing, the indemnification contained in this Section shall not extend to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the City or its officers, employees, contractors and agents.

Section 5.4. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

Section 5.5. Costs of Issuance of the Bonds; Payment to City. The Developer agrees to pay or provide for the payment of, on the issuance date of the Bonds, all costs of issuance incurred in connection therewith. The Developer further agrees to pay all legal fees and bond counsel fees incurred by the City in connection with the transfer of fee title to the Project Site to the City. If this Agreement is terminated before the payment in full of the Bonds or the expiration of the Lease term or the rights and interests of the Developer under this Agreement are assigned pursuant to **Article V**, the Developer agrees to pay any costs of the City in connection therewith, including the City's legal fees and bond counsel fees.

Section 5.6. Sales and Use Tax Exemptions. The City will provide a project exemption certificate to the Developer in connection with the Developer's acquisition of construction materials for the

Project Improvements. The City agrees to assist the Developer in implementing the sales and use tax exemptions from the State of Missouri pursuant to Section 144.062 of the Revised Statutes of Missouri.

ARTICLE VI

SALE AND ASSIGNMENT

Section 6.1. Sale and Assignment. The benefits granted by the City to the Developer pursuant to this Agreement shall belong solely to the Developer, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in the Lease.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Developer fails to make any PILOT Payment required to be paid hereunder within 20 days after written notice and demand by the City to the Developer;

(b) the Developer fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City and the Developer may agree in writing) after the City has given written notice to the Developer specifying such failure and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the Developer fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(c) any representation of the Developer contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Developer may agree in writing) after the City has given written notice to the Developer specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the Developer fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently.

Section 7.2. Remedies on Default. Any Event of Default referred to in **Section 7.1** shall also constitute an Event of Default under the Lease, affording the City the remedies specified therein.

Section 7.3. Interest on Late Payments. Any amounts due hereunder that are not paid when due shall bear interest at the greater of the maximum allowable interest or the interest rate of 18% per annum from the date such payment was first due.

Section 7.4. Enforcement. In addition to the remedies specified in **Section 7.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdiction that would benefit from the PILOT Payments or Contractual Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In any judicial or non-judicial proceeding to enforce any right or remedy of the Trustee under the Indenture or the City hereunder, there shall be allowed and included in the judgment or decree all expenditures and expenses (including without limitation, attorneys' fees and costs

and the cost of obtaining title reports, title insurance, environmental reports, appraisal reports, insurance, past due taxes and assessments with respect to the Project) that may be paid or incurred in connection with the exercise by the Trustee or the City of such party's rights and remedies provided or referred to in this Agreement, the Indenture or the Lease, together with interest thereon at the statutory rate of interest, and the same shall be Additional Rent as defined in **Section 5.2** of the Lease.

ARTICLE VIII

TERM OF AGREEMENT

Section 8.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

- (a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;
- (b) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement; or
- (c) the expiration or termination of the Lease.

Section 8.2. Payments in Last Year. The foregoing provisions of **Section 8.1** shall not relieve the Developer of its obligation to make any PILOT Payment owing during the year in which this Agreement terminates, to the extent the Developer receives the ad valorem tax exemption contemplated for that year.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Mutual Assistance. The City and the Developer agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 9.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 9.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby. If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Developer prior to such determination if the Developer has paid taxes in an amount at least equal to the PILOT Payments due under this Agreement.

Section 9.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 9.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 9.6. Waiver. The City and the Developer acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Developer shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Developer in any bankruptcy court.

Section 9.7. Entire Agreement. This Agreement, together with the Lease, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Developer with respect to the subject matter hereof. This Agreement shall not be modified except by written agreement signed on behalf of the City and the Developer by their duly authorized representatives.

Section 9.8. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.9. Employee Verification. The Developer will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the business entity receiving tax abatement. The Developer shall provide such affidavit, in substantially the form attached as **Exhibit C**, on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026.

Section 9.10. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

EXHIBIT A
PROJECT SITE

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of approximately 213 residential apartments, a clubhouse, a parking lot, a dog park and any other improvements located on the Project Site, to the extent paid for in whole with Bond proceeds.

EXHIBIT C

FORM OF AFFIDAVIT OF PORTERHOUSE DEVELOPMENT LLC

STATE OF MISSOURI)
) SS
_____ COUNTY)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a member of Porterhouse Development LLC, a Missouri limited liability company (the "Developer"), and am authorized by the Developer to attest to the matters set forth herein.

The Developer has no employees and is not expected to have any employees in the future. All employment matters related to projects undertaken by the Developer in the City of St. Charles, Missouri, will be administered by its affiliate, Clearpath Development, LLC ("*Clearpath*"). I hereby affirm Clearpath's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri.

Clearpath does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri.

Further Affiant Sayeth Not.

PORTERHOUSE DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires on: _____

EXHIBIT G

TERMINATION AGREEMENT

[On file in the office of the City Clerk]

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: TERMINATION AGREEMENT

DATE OF DOCUMENT: As of January 1, 2026

GRANTORS: CITY OF ST. CHARLES, MISSOURI and
UMB BANK, N.A.

GRANTORS' MAILING ADDRESS: City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301

UMB Bank, N.A.
2 S. Broadway, Suite 600
St. Louis, Missouri 63102

GRANTEES: PORTERHOUSE DEVELOPMENT LLC

GRANTEES' MAILING ADDRESS: 1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
One Metropolitan Square, Suite 2000
St. Louis, Missouri 63102

LEGAL DESCRIPTION: See Exhibit A

REFERENCE: Base Lease: 2025R-034798
Memorandum of Lease Agreement: 2025R-034799

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this “Agreement”) is made and entered into as of the 1st day of January, 2026, by and among the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule city organized and existing under the laws of the State of Missouri (the “City”), **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America (the “Trustee”), and **PORTERHOUSE DEVELOPMENT LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”).

RECITALS:

WHEREAS, the City and the Developer entered into that certain Base Lease dated as of August 1, 2025 (the “Base Lease”) (recorded electronically in the St. Charles County Office of the Recorder of Deeds on August 12, 2025 as Document No. 2025R-034798) for the purpose of acquiring a leasehold interest in approximately 12.575 acres of real property generally located at 350 Hemsath Road in the City (as legally described on Exhibit A attached hereto, the “Project Site”), during the construction of a mixed-use development consisting of residential, retail and commercial space (the “Project Improvements” and, together with the Project Site, the “Project”); and

WHEREAS, the City and the Developer entered into that certain Lease Agreement dated as of August 1, 2025 (the “Lease”) (a memorandum of the Lease was recorded electronically in the St. Charles County Office of the Recorder of Deeds on August 12, 2025 as Document No. 2025R-034799) for the purpose of leasing the Project Site back to the Developer during the construction of the Project Improvements; and

WHEREAS, the Trustee and the City entered into that certain Trust Indenture dated as August 1, 2025 (the “Indenture”), pursuant to which the City issued its \$72,000,000 aggregate maximum principal amount of Taxable Industrial Revenue Bonds (Southpointe Development Project), Series 2025 (the “2025 Bonds”) to finance the Project; and

WHEREAS, in consideration of the City’s issuance of multiple series of Taxable Industrial Revenue Bonds (Boulders at Southpointe Project) (the “2026 Bonds”) to facilitate partial real property tax abatement for the Project, the City and the Developer now desire to terminate the Base Lease and the Lease, and the City and the Trustee now desire to terminate the Indenture, upon the terms and conditions hereinafter set forth;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the Trustee and the Developer hereby agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The parties hereto acknowledge and agree that the recitals set forth above are true and accurate, and said recitals are incorporated in full into this Agreement by this reference. All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Indenture.

2. Termination of Base Lease and Lease. Except as provided in **Section 8** hereof, the City and the Developer agree that the Base Lease and the Lease shall be terminated and be of no further force or effect as of January 1, 2026 (the “Termination Date”). After the Termination Date, the City shall have

no rights or interest in the Project whatsoever, except as expressly provided herein or described in the documents related to the 2026 Bonds.

3. Satisfaction and Discharge of Indenture. As of the date hereof, the Trustee hereby (i) acknowledges the satisfaction and discharge of the Indenture, (ii) cancels, discharges and releases the lien upon all property held under and securing the Indenture and the 2025 Bonds, including the Project, (iii) to the extent it has not already done so, assigns and delivers to the City any property subject to the Indenture securing the 2025 Bonds that may be in its possession, and (iv) acknowledges that the 2025 Bonds have been paid and discharged in accordance with the requirements of the Indenture.

4. Consideration. In consideration of the City entering into this Agreement, the Developer shall pay to the City such fees and expenses provided in **Article 11** of the Lease to exercise its option to purchase the Project.

5. Payments. The Developer and the City each hereby confirms that as of the Termination Date there are no amounts due under the Base Lease, the Lease or the Indenture.

6. Severability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

7. Binding Agreement; Authority. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto. The parties hereto represent and warrant to one another that they have taken all necessary corporate actions to authorize the execution of this Agreement and that the individuals signing this Agreement on behalf of such parties are the duly authorized signatories of such parties.

8. Survival of Indemnity. The Developer hereby confirms that **Sections 10.5** and **10.9(f)** of the Lease shall survive the termination provided for herein.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

10. Merger; Amendment. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations or agreements, whether oral or written, are superseded and merged herein. This Agreement may not be altered or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.

11. Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same agreement.

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EXHIBIT A

LEGAL DESCRIPTION

A tract of land situated in Unincorporated St. Charles County, Missouri, lying in part of U.S. Survey 1198, Township 46 North, Range 4 East, being part of a tract of land conveyed to Steven M. Franz and Michelle Y. Franz, Trustees of the Franz Family Trust dated July 23, 2002 as to an undivided 1/5 interest, as recorded in Deed Book 3567, Page 349 of the land records of said St. Charles County, also being part of a tract of land conveyed to Kenneth J. Montgomery and Gloria Mahady, Trustees of the Kenneth J. Montgomery Family Living Trust dated November 18, 2016, as recorded in Deed Book 6659, Page 397 of said land records, also being part of a tract of land conveyed to Monty's Property LLC, a Missouri limited liability company, as recorded in Deed Book 6961, Page 445 of said land records, also being part of a tract of land conveyed to Margery Ann Mahady and Victoria McKinney, as recorded in Document No. 2022R-065606 of said land records, also being part of a tract of land conveyed to Yvonne M. Shangraw, Robin James Shangraw, Jeannine Marie Hinchley, Christopher John Shangraw, and Paul Maurice Shangraw, as recorded in Deed Book 4265, Page 830 of said land records, also being part of a tract of land conveyed to Paul R. and Marie P. Wegman, as recorded in Deed Book 653, Page 1090 of the land records of said St. Charles County, also being part of a tract of land conveyed to Paul R. and Marie P. Wegman Family Trust, as recorded in Deed Book 5147, Page 39 of said land records, and being more particularly described as follows:

Beginning at the intersection of the Northeastern right-of-way line of Hemsath Road and the Southwestern right-of-way line of Arena Parkway, also being known as South River Road, variable width; thence along said Southern right-of-way line of Arena Parkway the following courses and distances: 32.49 feet along the arc of a curve to the right, having a radius of 39.17 feet, through a central angle of 47 degrees 31 minutes 29 seconds, with a chord that bears North 09 degrees 22 minutes 05 seconds West, a distance of 31.57 feet; 161.73 feet along the arc of a curve to the right, having a radius of 441.22 feet, through a central angle of 21 degrees 00 minutes 07 seconds, with a chord that bears North 65 degrees 23 minutes 28 seconds East, a distance of 160.83 feet; 224.77 feet along the arc of a curve to the right, having a radius of 453.22 feet, through a central angle of 28 degrees 24 minutes 53 seconds, with a chord that bears North 87 degrees 16 minutes 43 seconds East, a distance of 222.47 feet; 331.51 feet along the arc of a curve to the right, having a radius of 453.22 feet, through a central angle of 41 degrees 54 minutes 34 seconds, with a chord that bears South 54 degrees 23 minutes 22 seconds East, a distance of 324.17 feet; South 33 degrees 26 minutes 06 seconds East, a distance of 152.24 feet; 30.49 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 02 degrees 49 minutes 38 seconds, with a chord that bears South 34 degrees 50 minutes 55 seconds East, a distance of 30.49 feet; 18.43 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 01 degrees 42 minutes 33 seconds, with a chord that bears South 37 degrees 07 minutes 00 seconds East, a distance of 18.43 feet to the Northeast corner of a tract of land conveyed to Edward C. Keen, ETAL, as recorded in Deed Book 131, Page 418 of said land records; 216.94 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 020 degrees 06 minutes 52 seconds, with a chord that bears South 46 degrees 36 minutes 23 seconds East, a distance of 215.83 feet; South 56 degrees 45 minutes 37 seconds East, a distance of 305.94 feet to the intersection of said Southwestern right-of-way line of Arena Parkway, variable width, and the Northwest right-of-way line of Mulberry Lane, 40 feet wide, as shown on Timber Crest Subdivision No. 1, a subdivision recorded in Plat Book 6, Page 37 of said land records; thence along said Northwest right-of-way line of Mulberry Lane, South 56 degrees 07 minutes 25 seconds West, a distance of 668.56 feet to said Northeastern right-of-way line of Hemsath Road; thence leaving said Northwest right-of-way line of Mulberry Lane and along said Northeastern right-of-way line of Hemsath Road, North 32 degrees 32 minutes 31 seconds West, a distance of 505.47 feet to the Southernmost corner of a tract of land conveyed to Paul Wegman as recorded in Deed Book 653, Page 1090 of said land records; thence continuing along said Northeastern right-of-way line, North 32 degrees 32 minutes 31 seconds West, a distance of 604.22 feet to the point of beginning.

Containing 12.575 Acres (547,785 square feet), according to survey by Grimes Consulting, Inc., LS-343-D, dated April 2024.

EXHIBIT H

OMNIBUS AMENDMENT

[On file in the office of the City Clerk]

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: OMNIBUS AMENDMENT TO BOND DOCUMENTS

DATE OF DOCUMENT: _____, 20__

GRANTORS: CITY OF ST. CHARLES, MISSOURI

Mailing Address: 200 North Second Street
St. Charles, Missouri 63301

PORTERHOUSE DEVELOPMENT LLC

Mailing Address: 1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

UMB BANK, N.A.

Mailing Address: 2 S. Broadway, Suite 600
St. Louis, Missouri 63102

GRANTEES: CITY OF ST. CHARLES, MISSOURI
PORTERHOUSE DEVELOPMENT LLC
UMB BANK, N.A.

Mailing Addresses: See Above

LEGAL DESCRIPTION: See **Exhibit A**

REFERENCE BOOK AND PAGE: Memorandum of Lease Agreement: _____

OMNIBUS AMENDMENT TO BOND DOCUMENTS

THIS OMNIBUS AMENDMENT TO BOND DOCUMENTS, dated as of _____, 20__ (this “Omnibus Amendment”), is by and among the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule city organized and existing under the laws of the State of Missouri (the “City”), **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America (the “Trustee”), and **PORTERHOUSE DEVELOPMENT LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”).

RECITALS:

1. The City issued its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026B, in the maximum principal amount of \$5,000,000 (the “Bonds”), for the purpose of acquiring approximately 1.47 acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, the “Project Site”) and constructing thereon approximately 5,200 square feet of commercial space (the “Project”).

2. In connection therewith, the City entered into (a) a Trust Indenture dated as of January 1, 2026 (the “Indenture”) with the Trustee, pursuant to which the Bonds were issued, and (b) a Lease Agreement dated as of January 1, 2026 (the “Lease”) with the Developer, pursuant to which the City leased the Project to the Developer and the Developer agreed to make certain payments in lieu of taxes. The Indenture and the Lease are collectively referred to herein as the “Bond Documents.”

3. The Developer has completed construction of the new Hemsath Road adjacent to the Project Site, so the parties now desire to amend the Project Site to incorporate an approximately 0.3-acre portion of the old Hemsath Road that was either deeded to the Developer or vacated by the City after the issuance of the Bonds.

NOW, THEREFORE, in consideration of the premises herein contained, the parties hereby agree to amend the Bond Documents as follows:

Section 1. Legal Description of the Project Site. **Exhibit A** to each of the Indenture and the Lease is deleted and replaced with **Exhibit A** attached hereto.

Section 2. Consent of Owner. The Developer, as Owner of 100% of the Bonds, hereby consents to the execution of this Omnibus Amendment and hereby waives the notice required under **Section 1103** of the Indenture.

Section 3. Applicability of Documents. Except as otherwise provided in this Omnibus Amendment, the provisions of the Indenture and the Lease are hereby ratified, approved and confirmed.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

RCA FORM (OFFICE USE ONLY)

Bill # 14042

MEETING/DATE: 12/16/2025

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, RECLASSIFYING VARIOUS BUDGETED POSITIONS, AND FURTHER REVISING JOB TITLES, PAY GRADES, SALARY RANGES, AND OTHER COMPENSATION FOR EMPLOYEES

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. This ordinance reflects the 2% cost-of-living increase enacted in the 2026 budget, as well as the following changes:

New title and position: Associate City Attorney, Director of Communications & Marketing

New title/title change, no new head count: Assistant CDBG Administrator, Assistant Director of Special Events & Promotions, Assistant Director of Tourism, Assistant Fire Marshal, Communications & Marketing Manager, Construction Building Inspector, Director of Tourism, Senior GIS Coordinator, Senior Shelter Technician

Title change, position reclassification/pay grade change, no new head count: Director of Special Events & Promotions

Position reclassification/pay grade change, no new head count: Building Inspector, Building Commissioner, Fire Marshal, Assistant Director of Community Development/Planning Manager

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

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

Sponsor: Michael Galba, Mark Hollander

AN ORDINANCE REPEALING ORDINANCE NO. 2024-159 AND ENACTING NEW 2026 BUDGETED POSITIONS, RECLASSIFYING VARIOUS BUDGETED POSITIONS, AND FURTHER REVISING JOB TITLES, PAY GRADES, SALARY RANGES, AND OTHER COMPENSATION FOR EMPLOYEES.

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 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 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 Magdzian 12/11/2025
Holly Magdzian, City Attorney Date

Kimberly Hudson, City Clerk

Exhibit A – Effective January 6, 2026
Management-Level Employees are identified with §

Position Title	FLSA	Pay Grade	Range Minimum	Range Maximum
Administrative Associate IV	N	55	\$54,039.77	\$75,655.68
Administrative Associate IV-Prosecutorial Clerk	N	55	\$54,039.77	\$75,655.68
Administrative Associate Manager §	E	62	\$82,000.50	\$114,800.71
Administrative Associate V	N	56	\$56,741.77	\$79,438.47
Administrative Associate V-Deputy City Clerk	N	56	\$56,741.77	\$79,438.47
Animal Services Manager	E	62	\$82,000.50	\$114,800.71
<u>Assistant CDBG Administrator</u>	<u>E</u>	<u>58</u>	<u>\$62,557.79</u>	<u>\$87,580.90</u>
Assistant City Administrator §	E	78	\$182,307.07	\$255,229.89
Assistant City Attorney §	E	73	\$142,842.35	\$199,979.28
Assistant City Clerk	E	61	\$76,635.99	\$107,290.38
Assistant Director of Community Development / Planning Manager §	E	<u>67 68</u>	<u>\$119,867.10</u>	<u>\$167,813.94</u>
Assistant Director of Engineering §	E	68	\$113,747.10	\$159,822.79
Assistant Director of Finance §	E	67	\$110,897.44	\$155,256.42
Assistant Director of Human Resources §	E	67	\$110,897.44	\$155,256.42
Assistant Director of Public Works §	E	70	\$125,860.45	\$176,204.61
Assistant Director of Special Events & <u>Promotions Communications</u> §	E	67	\$110,897.44	\$147,863.26
Assistant Director of Technology & Innovation §	E	67	\$110,897.44	\$155,256.42
Assistant Director of <u>Tourism CVB</u> §	E	67	\$110,897.44	\$155,256.42
<u>Assistant Fire Marshal</u>	<u>E</u>	<u>68</u>	<u>\$113,747.10</u>	<u>\$159,822.79</u>
<u>Associate City Attorney</u>	<u>E</u>	<u>70</u>	<u>\$125,860.45</u>	<u>\$176,204.61</u>
Audit & Accounting Manager §	E	63	\$87,740.54	\$122,836.75
Battalion Fire Chief §	E	70	\$125,860.45	\$176,204.61
Billing & Collections Manager §	E	62	\$82,000.50	\$114,800.71
Building Commissioner §	E	<u>64 67</u>	<u>\$110,897.44</u>	<u>\$155,256.42</u>
Building Inspector	N	<u>59 60</u>	<u>\$71,622.41</u>	<u>\$100,271.39</u>
Business Development Specialist	E	60	\$71,622.41	\$100,271.39
Business Services Associate	N	56	\$56,741.77	\$79,438.47

Underlined text is inserted. ~~Struck through~~ text is deleted.

Exhibit A – Effective January 6, 2026
Management-Level Employees are identified with §

Position Title	FLSA	Pay Grade	Range Minimum	Range Maximum
Business Services Coordinator/CVB	E	55	\$54,039.77	\$75,655.68
CDBG Code Enforcement Officer	N	57	\$59,578.84	\$83,409.86
CDBG Urban County Administrator/ <u>Service Manager §</u>	E	62	\$82,000.50	\$114,800.71
Cemetery Foreman	N	56	\$56,741.77	\$79,438.47
City Attorney §	E	77	\$173,625.78	\$243,076.09
City Clerk §	E	71	\$132,153.47	\$185,014.85
Code Enforcement Manager §	E	64	\$92,041.76	\$128,858.17
Code Enforcement Officer	N	57	\$59,578.84	\$83,409.86
Communications & Marketing Manager §	E	63	\$87,740.54	\$122,836.75
Communications Specialist	E	58	\$62,557.79	\$87,580.90
Communications Supervisor	E	59	\$66,936.84	\$93,711.56
<u>Construction Building Inspector</u>	<u>E</u>	<u>61</u>	<u>\$76,635.99</u>	<u>\$107,290.38</u>
Construction Inspector I	N	58	\$62,557.79	\$87,580.90
Construction Inspector II	N	59	\$66,936.84	\$93,711.56
Content Creator	E	57	\$59,578.84	\$83,409.86
Court Administrator §	E	61	\$76,635.99	\$107,290.38
Court Clerk I	N	53	\$47,654.11	\$66,715.76
Court Clerk II	N	54	\$50,036.82	\$70,051.56
Court Clerk III	N	55	\$54,039.77	\$75,655.68
CVB Sales Coordinator	N	53	\$47,654.11	\$66,715.76
Deputy Court Administrator	E	58	\$62,557.79	\$87,580.90
Deputy Fire Chief §	E	72	\$138,761.15	\$194,265.61
Desktop Support Specialist	E	58	\$62,557.79	\$87,580.90
Director of Administration / City Administrator §	E	81	\$223,542.71	\$312,991.47
<u>Director of Communications & Marketing §</u>	<u>E</u>	<u>72</u>	<u>\$138,761.15</u>	<u>\$194,265.61</u>
Director of Community Development §	E	73	\$142,842.35	\$199,979.28
Director of Economic Development §	E	71	\$132,153.47	\$185,014.85

Underlined text is inserted. ~~Struck-through~~ text is deleted.

Exhibit A – Effective January 6, 2026
Management-Level Employees are identified with §

Position Title	FLSA	Pay Grade	Range Minimum	Range Maximum
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	\$142,842.35	\$199,979.28
Director of Parks & Recreation §	E	73	\$142,842.35	\$199,979.28
<u>Director of Public Safety §</u>	<u>E</u>	<u>78</u>	<u>\$182,307.07</u>	<u>\$255,229.89</u>
Director of Public Works §	E	74	\$152,984.16	\$214,177.82
Director of Special Events & <u>Promotions Communications §</u>	E	<u>71 72</u>	<u>\$138,761.15</u>	<u>\$194,265.61</u>
Director of Technology & Innovation §	E	74	\$152,984.16	\$214,177.82
Director of <u>Tourism CVB §</u>	E	72	\$138,761.15	\$194,265.61
Economic Development Associate	E	60	\$71,622.41	\$100,271.39
Engineer I	E	61	\$76,635.99	\$107,290.38
Engineer II	E	62	\$82,000.50	\$114,800.71
Engineer III	E	63	\$87,740.54	\$122,836.75
Engineering Technician I	N	57	\$59,578.84	\$83,409.86
Engineering Technician II	E	61	\$76,635.99	\$107,290.38
Executive Assistant I	N	57	\$59,578.84	\$83,409.86
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	\$57,358.47
Finance Technician II	N	54	\$50,036.82	\$70,051.56
Finance Technician III	N	55	\$54,039.77	\$75,655.68
Financial Analyst	N	59	\$66,936.84	\$93,711.56
Fire Chief §	E	76	\$168,665.04	\$236,131.06
Fire Marshal §	E	<u>67 69</u>	<u>\$119,867.10</u>	<u>\$167,813.94</u>
Fleet Maintenance Supervisor	E	63	\$87,740.54	\$122,836.75
Foundry Exhibitions Coordinator	E	54	\$50,036.82	\$70,051.56
Foundry Facilities Coordinator	E	54	\$50,036.82	\$70,051.56
Foundry Program Coordinator	E	54	\$50,036.82	\$70,051.56

Underlined text is inserted. ~~Struck through~~ text is deleted.

Exhibit A – Effective January 6, 2026
Management-Level Employees are identified with §

Position Title	FLSA	Pay Grade	Range Minimum	Range Maximum
Foundry Special Events Specialist	N	55	<u>\$54,039.77</u>	\$75,655.68
Foundry Supervisor	E	59	\$66,936.84	\$93,711.56
GIS Coordinator	N	60	<u>\$71,622.41</u>	\$100,271.39
GIS Crime Specialist	E	61	\$76,635.99	\$107,290.38
GIS Manager §	E	63	<u>\$87,740.54</u>	\$122,836.75
Grant Writer	E	60	<u>\$71,622.41</u>	\$100,271.39
Graphic Designer	E	57	\$59,578.84	\$83,409.86
Group Sales Manager §	E	62	<u>\$82,000.50</u>	\$114,800.71
Group Sales Supervisor	E	59	\$66,936.84	\$93,711.56
Help Desk Specialist	E	57	\$59,578.84	\$83,409.86
Human Resource Generalist	E	59	\$66,936.84	\$93,711.56
Human Resource Manager §	E	64	<u>\$92,041.76</u>	\$128,858.17
Lead Court Clerk	N	56	<u>\$56,741.77</u>	\$79,438.47
Lieutenant §	E	69	<u>\$119,867.10</u>	\$167,813.94
Operations Supervisor	E	59	\$66,936.84	\$93,711.56
PART-TIME Associates	N	50	\$19.69	\$27.57
Planner	E	60	<u>\$71,622.41</u>	\$100,271.39
Planning Manager §	E	62	<u>\$82,000.50</u>	\$114,800.71
Planning Technician	N	55	<u>\$54,039.77</u>	\$75,655.68
Plans Examiner	N	60	<u>\$71,622.41</u>	\$100,271.39
Police Captain §	E	71	<u>\$132,153.47</u>	\$185,014.85
Police Chief §	E	77	<u>\$173,625.78</u>	\$243,076.09
Police Major §	E	73	<u>\$142,842.35</u>	\$199,979.28
Preservation Planner	E	60	<u>\$71,622.41</u>	\$100,271.39
Producer	E	59	\$66,936.84	\$93,711.56
Production Assistant	N	54	<u>\$50,036.82</u>	\$70,051.56
Project Manager	E	64	<u>\$92,041.76</u>	\$128,858.17
PSO - Prisoner Processing Supervisor	E	62	<u>\$82,000.50</u>	\$114,800.71

Underlined text is inserted. ~~Struck through~~ text is deleted.

Exhibit A – Effective January 6, 2026
Management-Level Employees are identified with §

Position Title	FLSA	Pay Grade	Range Minimum	Range Maximum
PSO – Records Supervisor	E	62	\$82,000.50	\$114,800.71
PSO Communications Supervisor	E	62	\$82,000.50	\$114,800.71
Purchasing Manager §	E	62	\$82,000.50	\$114,800.71
Right of Way Specialist	E	61	\$76,635.99	\$107,290.38
Risk & Safety Manager	E	64	\$92,041.76	\$128,858.17
Sanitary Lateral Insurance Specialist	N	58	\$62,557.79	\$87,580.90
Senior Administrative Associate	E	57	\$59,578.84	\$83,409.86
Senior Building Inspector	E	60	\$71,622.41	\$100,271.39
Senior Code Enforcement	E	59	\$66,936.84	\$93,711.56
Senior Construction Inspector	E	61	\$76,635.99	\$107,290.38
Senior Financial Analyst	E	62	\$82,000.50	\$114,800.71
<u>Senior GIS Coordinator</u>	<u>E</u>	<u>61</u>	<u>\$76,635.99</u>	<u>\$107,290.38</u>
Senior Human Resource Generalist	E	61	\$76,635.99	\$107,290.38
Senior Management Assistant	E	60	\$71,622.41	\$100,271.39
Senior Planner	E	60	\$71,622.41	\$100,271.39
<u>Senior Shelter Technician</u>	<u>N</u>	<u>58</u>	<u>\$62,557.79</u>	<u>\$87,580.90</u>
Senior Systems Engineer	E	62	\$82,000.50	\$114,800.71
Sewer Maintenance Supervisor	E	63	\$87,740.54	\$122,836.75
Shelter Technician	N	56	\$56,741.77	\$79,438.47
Social Media Specialist	N	57	\$59,578.84	\$83,409.86
Special Events Coordinator	E	55	\$54,039.77	\$75,655.68
Special Events Producer	E	59	\$66,936.84	\$93,711.56
Street Maintenance Supervisor	E	63	\$87,740.54	\$122,836.75
Street Superintendent §	E	66	\$105,616.62	\$147,863.26
Systems Engineer	E	61	\$76,635.99	\$107,290.38
Utilities Superintendent §	E	66	\$105,616.62	\$147,863.26
Utilities Supervisor	E	63	\$87,740.54	\$122,836.75
Utility Locator	N	56	\$56,741.77	\$79,438.47

Underlined text is inserted. ~~Struck through~~ text is deleted.

Exhibit A – Effective January 6, 2026
 Management-Level Employees are identified with §

Position Title	FLSA	Pay Grade	Range Minimum	Range Maximum
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	\$122,836.75

<p>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.</p>
<p>Where a full-time position equivalent to a 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.</p>

14043

RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 12/16/2025

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 Sections 710.660 through 710.740 of the Code of Ordinances pertaining to fats, oils, and grease in the wastewater collection system.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Staff worked with Woodard & Curran operations staff, who manage the Fats, Oils, and Grease program and permitting, to develop the Policy for Design, Installation, & Maintenance of FOG Removal Systems. The current FOG program is established by ordinance in City Code Sections 710.660 - 710.740. The FOG Policy generally applies to food service establishments served by the City's wastewater collection system and requires them to install and maintain systems to prevent fats, oils, and grease from entering the system, which can accumulate to cause sewer blockages. The intent of the Policy document is to clarify program requirements, describe the permitting process, and provide more detail with regard to approved sizing calculations methods, installation and maintenance requirements than currently provided in the Code. Staff proposes adoption of this Policy by reference in the City Code. Code revisions are also proposed for consistency with the Policy. A copy of the Policy is attached, as well as proposed Code revisions.

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

Fiscal Impact: \$ 0.00 **Select One** _____

Account #: N/A

Project #: N/A

Signed by:

RCA prepared by: KNL Dept. Dir. Larry Penney Finance Dir. Jao Dir. of Admin. [Signature]

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Sponsor: Michael Galba

AN ORDINANCE AMENDING SECTIONS 710.660 THROUGH 710.740 OF THE CODE OF ORDINANCES PERTAINING TO FATS, OILS AND GREASE IN THE WASTEWATER COLLECTION SYSTEM.

Whereas, the City of St. Charles’s current Fats, Oils, and Grease (“FOG”) program requires the installation and maintenance of systems in certain establishments to prevent fats, oils, and grease from entering the City’s wastewater collection system; and

Whereas, this ordinance shall modify the current FOG program by clarifying the program requirements, providing more detail with regard to approved methods, and describing the permitting process through amendments to Sections 710.660 through 710.740 of the City’s Code of Ordinances, and the adoption of a *Policy for Design, Installation, & Maintenance of FOG Removal Systems*, a copy of which is attached hereto as Exhibit A.

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

SECTION 1. Section 710.660 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.660. Scope And Purpose.

To aid in the prevention of sanitary sewer blockages and obstructions from contributions and accumulation of sand, sediment, fats, oils and greases into the Publicly Owned Treatment Works (POTW) from industrial or commercial establishments, particularly food preparation and serving facilities and vehicle service and washing stations.

SECTION 2. Section 710.670 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.670. Definitions.

For purposes of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

EPA

The United States Environmental Protection Agency.

FATS, OILS AND GREASES (FOG)

~~Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules.~~ Material composed primarily of

Underlined text is inserted. ~~Struck through~~ text is deleted.

fats, oil, and grease from animal or vegetable sources. These substances are detectable and measurable using analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136, as may be amended from time to time. ~~All are sometimes referred to herein as grease or greases.~~ FOG does not include petroleum-based products.

FOOD SERVICE ESTABLISHMENTS (FSE)

~~Those establishments primarily~~ Any establishment, business, facility or user engaged in activities of preparing, serving or otherwise making food available for consumption by the public, such as restaurant, commercial kitchen, caterer, hotel, school, hospital, prison, correctional facility and care institution. These establishments use one (1) or more of the following preparation activities: cooking by frying (all methods), baking (all methods), grilling, sauteing, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting or poaching, infrared heating, searing, or barbecuing. This includes non-cooking establishments that are primarily engaged in the preparation of precooked foodstuffs that do not require any form of cooking are considered food service establishments. These include and those that prepare and serve cold dairy and frozen foodstuffs, preparation and serving establishments. Also included are infrared heating, searing, barbecuing and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing. Single family residences and individual dwelling units are not considered FSEs. FSEs shall include, but are not limited to, the follow:

- Full Service Restaurants
- Limited Service Restaurants – Fast Food Restaurants, Fast Casual Restaurants, Pizzerias, Sub and Sandwich Shops, Cafes, Diners, Bakeries
- Cafeterias, Grill Buffets, and Buffets
- Supermarkets – Grocery Stores, Delicatessens, Commissaries
- Snack and Non-alcoholic Beverage Bars – Doughnut Shops, Bagel Shops, Pretzel Shops, Cookie Shops, Coffee Shops, Ice Cream, Frozen Yogurt and Frozen Custard Shops, Juice Bars, Smoothie Shops, Convenience Stores
- Caterers – Banquet Halls with catering staff
- Institutions – Day Care Centers, Nursing Homes and other Care Facilities, School, Hospitals, Correctional Facilities, Hotels.

GRAVITY GREASE INTERCEPTOR (GGI) INTERCEPTOR

A structure or device of not less than 500 gallons capacity that is installed in the sanitary drainage system to intercept free floating FOG from wastewater discharge. Separation is accomplished by gravity during a retention time of not less than 30 minutes. designed for the purpose of removing and preventing fats, oils and grease from entering the POTW. These devices are often below-ground units in outside areas and are built as two or three-chamber baffled tanks. generally installed in the ground outside the establishment, upstream from the sanitary waste sewer line.

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GREASE TRAP (TRAP) HYDROMECHANICAL GREASE INTERCEPTER (HGI)

A device that is installed in the sanitary drainage system to intercept free-floating FOG from wastewater discharge. Continuous separation is accomplished by air entrainment, buoyancy and interior baffling. These devices for separating and retaining waterborne greases and grease complexes prior to the wastewater exiting the trap and entering the POTW. Such traps are typically compact under-the-sink units that are near food preparation areas.

MINIMUM DESIGN CAPABILITY

~~The design features of a grease interceptor and its ability or volume required to effectively intercept and retain greases from grease laden wastewaters discharged to the POTW.~~

POTW (PUBLICLY OWNED TREATMENT WORKS)

A treatment works as defined by Section 212 of the EPA Clean Water Act. The City’s wastewater collection and treatment system. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey transport wastewater to a treatment facility.

SAND/OIL SEPARATOR

A system that is specifically designed and manufactured to separate sand, oil, and other solids from wastewater before it is discharged into a sewer system. These systems typically work by slowing down the flow of wastewater, allowing heavier solids to settle to the bottom and lighter oils to float to the surface.

SEPARATOR

~~A device designed and installed to separate and retain for removal, by automatic or manual means, deleterious or undesirable matter from normal wastes while permitting normal sewage or waste to discharge to the POTW by gravity. (Vessel may also be referred to as a settling tank or grit trap.)~~

USER

Any person or persons and/or establishment of any kind, including those located outside the jurisdictional limits of the City, who contributes, causes or permits the contribution or discharging or causing the discharge of wastewater into the POTW.

SECTION 3. Section 710.680 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.680. Wastewater Discharge Limitations.

No User shall allow wastewater discharge concentration from subject grease interceptor, ~~oil and water~~ sand/oil separator, ~~grease trap~~ or alternative pretreatment

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technology to exceed one hundred (100) milligrams per liter, as determined using protocols specified in 40 CFR Part 136 and appropriate EPA guidance.

SECTION 4. Section 710.690 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.690. Pretreatment.

- A. Pretreatment Facilities. Users shall provide wastewater treatment as necessary to comply with this Chapter and wastewater permits issued under Section 710.700 and shall achieve compliance with all applicable national categorical Pretreatment Standards, Local Limits and the Prohibitions set out in Section 710.050 within the time limitations specified by the Director of Public Works, the EPA or the State of Missouri, whichever is more stringent. All facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such proposed pretreatment facilities and operating procedures shall be submitted to the City for review and shall be submitted to and approved by the Department of ~~Community Development~~ Public Works before such facilities are constructed. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to the City and, if required, to the Director of Public Works for approval prior to the User's initiation of the changes. Neither the review nor the approval of such plans and operating procedures shall relieve the User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the City under the provisions of this Chapter.
- B. Facilities For Flow Equalization. To equalize flows and to avoid temporary overloads, the Director of Public Works may require any person who discharges into the POTW to construct and maintain on their property and at their expense, in accordance with applicable local, State and Federal rules and regulations, suitable storage tanks or equivalent flow control facilities. The control of the volume of discharges of waste shall be by a waterworks type rate controller or equivalent device, the setting and operations of which shall be subject to the direction of the Director of Public Works. A wastewater discharge permit may be issued solely for flow equalization.
- C. Facilities For Equalization Of Pollutant Concentration. Whenever the total volume of wastes to be discharged by any User in any one (1) day has considerable variation in pollutorial value, such User may be required to construct, at its sole expense, holding or storage tanks in order to control the discharge of wastes over a twenty-four-hour period. The Director of Public Works may require such tanks to be equipped to mix the waste thoroughly so that its quality will be uniform when discharged into the POTW.

Underlined text is inserted. ~~Struck through~~ text is deleted.

- D. FOG Policy. There is hereby adopted by the City Council of the City of St. Charles, Missouri, for the purpose of regulating FOG removal systems for Users discharging wastewater to the City of St. Charles POTW, a document to be known as the *Policy for Design, Installation, & Maintenance of FOG Removal Systems*.
- E. Sand/Oil Separators. Sand/Oil Separators may be required for establishments where, in the opinion of the Director of Public Works, they are necessary for proper handling and control of oil, sand, grit, petroleum products or other substances. Such facilities include those where automobiles are serviced, greased, repaired, or washed, or where gasoline is dispensed, including automobile service centers and vehicle wash facilities. Sand/Oil Separators must meet the requirements of Section 705.200 and do not require a permit under this section.
- ~~D-F. Grease Interceptors, Separators And Traps For Grease, Oil And Sand. Intereceptors, separators and traps for grease, oil and sand shall be constructed at User's sole expense and to City specifications when, in the opinion of the Director of Public Works, they are necessary for proper handling and control of grease, oil, sand, grit, petroleum products or other substance. By way of example but not of limitation, such devices may be required for industrial or commercial establishments, public eating places, hotels, hospitals, automobile service centers, vehicle wash facilities or other institutions. Such devices shall be located so as to be readily accessible for cleaning and inspection and shall be maintained by the User at its sole expense in continuously efficient operation at all times. All FSEs discharging wastewater into the City's POTW shall install, operate, and maintain an approved type and adequately sized grease interceptor necessary to maintain compliance with the objectives of this Chapter. This requirement is applicable to all new construction, and existing facilities which are: undergoing interior remodeling to accommodate expansion or operational modifications, changing ownership/occupancy, experiencing difficulty in achieving compliance with maintenance and/or wastewater discharge limitations, and/or changing menu or hours of operation that could significantly affect the amount of FOG discharged from the establishment. All grease interceptors must meet the requirements of the *Policy for Design, Installation, & Maintenance of FOG Removal Systems*. All FSE's must be permitted in accordance with Section 710.700.~~
- G. Alternative Technologies. Alternative pretreatment technologies used to separate and hold grease from wastewater and prevent it from being discharged into the POTW may be considered. All alternative pretreatment technology must be submitted to the Department of Public Works for review.

1. ~~The size, type and location of interceptors, separators and traps shall be selected in accordance with the edition of the International Plumbing Code currently adopted by the City¹¹ and shall be approved in writing prior to installation by the Department of Community Development.~~
2. ~~The Director of Public Works may direct the User to install a unit or to correct any unit that is not installed appropriately or functioning properly.~~
3. ~~These vessels must have each chamber directly accessible from the surface to provide a means for servicing, sampling and maintaining the interceptor in working and operating condition. These chambers shall not be visually obscured with parked vehicles, building structures, recycle containers, refuse containers, pallets, trees, growing plants/shrubbery, landscape tarps, plastic sheets, foreign objects, soil, mulch, floorings or pavement of any substance.~~
4. ~~The Director of Public Works may order the repair, modification or replacement of a unit or may order the addition of a grease recovery device in combination with a grease interceptor. All food service establishments and other grease handling facilities shall be subject to review, evaluation and inspection by the aforementioned representatives during normal working hours.~~
5. ~~Interceptors, separators and traps shall be serviced and emptied of accumulated waste content at a frequency appropriate to maintain the efficiency of the device. Accumulated solids, grease caps (floating FOG) and sludge pockets (settled solids) must be removed at a frequency to maintain an effective volume of the device. Servicing of interceptors, separators or traps may be more frequent than, but not less frequent than, as required by permit or this Chapter. For the purpose of enforcement, a grease interceptor, oil and water separator or grease trap shall be considered to be at its maximum level and shall be considered inoperative if fifty percent (50%) or more of the trap is filled with floating FOG and settled solids. It shall be immediately cleaned and cleaning frequencies shall be increased. The owner, lease holder or operator shall be responsible for the proper removal and disposal of grease by appropriate means.~~
6. ~~Interceptors, separators and traps shall be kept free of grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, excessive food solids, etc., which can reduce the effective volume of the unit.~~

Underlined text is inserted. ~~Struck through~~ text is deleted.

7. ~~If any wastewater is removed from a grease interceptor, treated and then reintroduced back into the interceptor, the User shall remain responsible for not exceeding the established oil and grease numerical limit and responsible for maintaining an effective volume of the interceptor. Reintroduction of screenings, sludges or residues is prohibited.~~
8. ~~Any User utilizing biological or chemical additives remains responsible for not exceeding the established oil and grease numerical limit and remains responsible for maintaining an effective volume of the interceptor, separator or trap. Any User utilizing biological additives or enzymes must notify the Director of Public Works and provide the Safety Data Sheets (SDS) for such additives. The exclusive use of biological and chemical additives is not considered acceptable grease vessel maintenance practice. Their use cannot be employed as the sole method of treating or maintaining the vessel's effluent.~~
9. ~~Emulsifiers are prohibited from use in oil and water separators. The use of emulsifiers in grease interceptors or grease traps for the purpose of meeting the established oil and grease numerical limit or to decrease the service frequency is prohibited.~~
10. ~~Any User utilizing an automatic grease removal system remains responsible for not exceeding the established oil and grease numerical limit and remains responsible for maintaining an effective volume of the interceptor, separator or trap.~~
11. ~~Grease interceptors shall receive grease laden waste from the major point sources. Wastes that are not expected to contain grease or oil and that otherwise do not require separation shall not discharge into the interceptor. Hot water flushing of a grease interceptor, oil and water separator or grease trap is prohibited.~~
12. ~~Any removal and hauling of grease or oils from in-ground units shall be performed by a licensed waste disposal or rendering firm. Indoor, above ground, under sink grease vessels may be cleaned by the User unless required otherwise. The User is responsible for appropriate disposal of the removed substances.~~
13. ~~The User shall keep all records of interceptor, separator or trap maintenance for three (3) years. The User must keep records of each cleanout including the date of service, name of cleanout company and receipt. The User shall provide to the Director of Public Works documentation of maintenance as required. The local User shall~~

~~make appropriate arrangements with its corporate office, if any, in this regard as needed.~~

~~14. Each facility will be issued a grease vessel maintenance log upon initial inspection. The log shall be available at all times and kept up-to-date.~~

E.H. Authority To Direct And Restrict Discharge. Whenever deemed necessary, the Director of Public Works may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Chapter.

SECTION 5. Section 710.700 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.700. FOG Discharge Permit Application.

- A. ~~Users who do not meet the criteria for Significant Industrial User may be required by the Director of Public Works to obtain a wastewater discharge permit when it is determined by the Director of Public Works that such permit meets the intent of this Chapter. For purpose of classification only, they shall be called minor non-domestic contributors (MNDC). All Food Service Establishments meeting the applicability criteria Users with an intercepter, separator or trap shall submit an Application for Grease Interceptor Sizing Verification industrial waste questionnaire or permit application to obtain a FOG discharge permit. determine the need for a local wastewater discharge permit. A fee of one hundred fifty dollars (\$150.00) per year must accompany the permit application. Not for profit charitable and religious organizations, as well as educational institutions, are exempt from fees associated with the permit application. The Director of Public Works may issue such local permits as necessary to carry out the purposes of this Chapter.~~
- B. All facilities applying for a FOG discharge permit must obtain approval from the Department of Public Works for grease interceptor sizing after submission of plans for a building permit. User permits shall comply with the requirements of this Chapter.
- C. FOG discharge pPermits shall be issued for a specified time period, not to exceed five (5) years of one (1) year. A permit may be issued for a period less than a year or may be stated to expire on a specific date. An application fee in the amount stated in Section 150.030 must accompany the initial permit application.

Underlined text is inserted. ~~Struck through~~ text is deleted.

- D. ~~Wastewater FOG discharge permits~~ are issued to a specific User for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new User, different premises or a new or changed operation ~~without the approval of the Director of Public Works as set out in Section 710.260.~~
- E. A permitted User shall apply for a permit reissuance by submitting a complete permit application and renewal fee in the amount stated in Section 150.030 a minimum of thirty (30) days prior to the expiration of the existing permit or as specified in the discharge permit.
- F. A permitted User must keep a copy of their wastewater permit on site at the local facility. ~~For permitted Users with an interceptor, separator or trap, the User's permit shall establish a minimum frequency of service. More frequent service may be necessary to comply with the established numerical limit.~~
- G. ~~For permitted Users with an interceptor, separator or trap, failure to service the unit in the time period required by permit and/or failure to provide documentation required by permit shall each constitute violation of this Chapter.~~

SECTION 6. Section 710.710 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.710. Food Service Establishment Permit Requirement, Violations and Corrective Actions.

- A. For permitted Users the following shall constitute violation of this Chapter: All permitted food service establishments discharging wastewater to the City's POTW are subject to the following requirements:
 - 1. Failure to install an interceptor as required or adequately maintain an interceptor in proper working order. Grease Interceptor Requirements. All permitted food service establishments are required to install, operate and maintain an approved type and adequately sized grease interceptor necessary to maintain compliance with the objectives of this Chapter. All grease interceptors must meet the requirements of the edition of the International Plumbing Code currently adopted by the City.
 - 2. Modification of a grease interceptor without the consent or approval of the City, including alteration to or removal of any flow restricting devices or diffusers, so as to cause flow to exceed the design flow capacity of the grease interceptor. Implementation.

Underlined text is inserted. ~~Struck through~~ text is deleted.

- a. ~~All new food service establishment facilities are subject to grease interceptor requirements. All such facilities must obtain approval from the Department of Community Development for grease interceptor sizing after submission of plans for a building permit. All grease interceptors shall be readily and easily accessible for cleaning and inspection. Existing facilities with planned modification in plumbing improvements will be required to include plans to comply with the grease interceptor requirements. These facilities must obtain approval from the Department of Community Development for grease interceptor sizing after submission of plans for a building permit.~~
 - b. All existing food service establishments determined by the Director of Public Works to have a reasonable potential to adversely impact the POTW will be notified of their obligation to install a grease interceptor within the specified period set forth in the notification letter.
3. Denial or interference with a City representative's inspection of a grease interceptor. Variance From Grease Interceptor Requirements. Grease interceptors required under this Chapter shall be installed unless the Department of Community Development authorizes the installation of an indoor grease trap or other alternative pretreatment technology and determines that the installation of a grease interceptor would not be feasible. The food service establishment bears the burden of demonstrating that the installation of a grease interceptor is not feasible. The Department of Community Development may authorize the installation of an indoor grease trap where the installation of a grease interceptor is not feasible due to space constraints or other considerations. If an establishment believes the installation of a grease interceptor is infeasible because of documented space constraints, the request for an alternate grease removal device shall contain the following information:
- a. ~~Location of sewer main and easement in relation to available exterior space outside building.~~
 - b. Existing plumbing at or in a site that uses common plumbing for all services at that site.
4. Failure to provide or falsification of maintenance records.

Underlined text is inserted. ~~Struck through~~ text is deleted.

5. Failure to clean the grease interceptor(s) at the minimum required frequency or when FOG contents exceed 50% of the total interceptor capacity.

B. A User found to be in violation of this Chapter will be issued a Notice of Violation and shall proceed with corrective actions outlined in the *Policy for Design, Installation, & Maintenance of FOG Removal Systems*. Failure to comply with the given timeframe will result in fees following the schedule in the *Policy for Design, Installation, & Maintenance of FOG Removal Systems*. Any non-compliance beyond the third Notice of Violation will be subject to the penalty set out in Section 100.150 of this Code.

C. If an obstruction of a sewer main(s) occurs that causes a sanitary sewer overflow and said overflow or failure of the POTW to convey sewage can be attributed in part or in whole to an accumulation of grease in the sewer main(s), the City will take appropriate enforcement actions, as stipulated in this Chapter, against the generator or contributor of such grease. Alternative pretreatment technology, includes, but is not limited to, devices that are used to trap, separate and hold grease from wastewater and prevent it from being discharged into the POTW. All alternative pretreatment technology must be appropriately sized and approved by the Department of Community Development.

SECTION 7. Section 710.720 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.720. Grease Interceptor Requirements. Reserved.

A. ~~Grease interceptor sizing and installation shall conform to the edition of the International Plumbing Code currently adopted by the City.~~

B. ~~Grease interceptors shall be constructed in accordance with design approved by the Department of Community Development and shall have a minimum of two (2) compartments with fittings designed for grease retention.~~

C. ~~Grease interceptors shall be installed at a location where it shall be easily accessible for inspection, cleaning and removal of intercepted grease. The grease interceptor may not be installed in any part of the building where food is handled. Location of the grease interceptor must meet the approval of the Department of Community Development.~~

D. ~~All such grease interceptors shall be serviced and emptied of accumulated waste content as required in order to maintain minimum design capability or effective volume. These devices should be inspected at least monthly. Users who are required to maintain a grease interceptor shall:~~

Underlined text is inserted. Struck through text is deleted.

1. Provide for a minimum hydraulic retention time in accordance with the edition of the International Plumbing Code currently adopted by the City.¹²¹
- ~~E. The User shall maintain a written record of inspection and maintenance for three (3) years. All such records will be made available for on-site inspection by representatives of the City during all operating hours.~~
- ~~F. Sanitary wastes are not allowed to be connected to sewer lines intended for grease interceptor service.~~
- ~~G. Except as provided herein, for a period of one (1) year following adoption of this Chapter, although installation of grease interceptors will be required, no enforcement actions will be taken under this Chapter for failure to achieve limits on grease discharges from grease interceptors. If during this one (1) year period an obstruction of a sewer main(s) occurs that causes a sanitary sewer overflow to the extent that an impact on the environment is realized and that said overflow or failure of the POTW to convey sewage can be attributed in part or in whole to an accumulation of grease in the sewer main(s), the City will take appropriate enforcement actions, as stipulated in the City's Pretreatment Program Enforcement Response Plan and this Chapter, against the generator or contributor of such grease.~~
- ~~H. Access manholes, with a minimum diameter of twenty-four (24) inches, shall be provided over each grease interceptor chamber and sanitary tee. The access manholes shall extend at least to finished grade and be designed and maintained to prevent water inflow or infiltration. The manholes shall also have readily removable covers to facilitate inspection, grease removal and wastewater sampling activities.~~

SECTION 8. Section 710.730 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.730. Grease Trap Requirements. Reserved.

- ~~A. Upon approval by the Department of Community Development, a grease trap complying with the provisions of this Section must be installed in the waste line leading from sinks, drains and other fixtures or equipment in food service establishments where grease may be introduced into the drainage or sewage system in quantities that can effect line stoppage or hinder sewage treatment or private sewage disposal.~~
- ~~B. Grease traps sizing and installation shall conform to the edition of the International Plumbing Code currently adopted by the City.~~

Underlined text is inserted. Struck through text is deleted.

- C. ~~No grease trap shall be installed which has a stated rate flow of more than fifty five (55) gallons per minute, nor less than twenty (20) gallons per minute, except when specially approved by the Department of Community Development.~~
- D. ~~Grease traps shall be maintained in efficient operating conditions by periodic removal of the accumulated grease. No such collected grease shall be introduced into any drainage piping or public or private sewer.~~
- E. ~~No food waste disposal unit or dishwasher shall be connected to or discharge into any grease trap.~~
- F. ~~Wastewater in excess of one hundred forty degrees Fahrenheit (140° F.) [sixty degrees Celsius (60° C.)] shall not be discharged into a grease trap.~~
- G. ~~Except as provided herein, for a period of one (1) year following adoption of this Chapter, although installation of grease traps will be required to be installed, no enforcement actions will be taken under this Chapter for failure to achieve limits on grease discharges from the facility. If during this one (1) year period, an obstruction of a sewer main(s) occurs that causes a sewer overflow to the extent that an impact on the environment is realized and that said overflow or failure of the POTW to convey sewage can be attributed in part or in whole to an accumulation of grease in the sewer main(s), the City will take appropriate enforcement actions, as stipulated in the City of City's Pretreatment Program Enforcement Response Plan and this Chapter, against the generator or contributor of such grease.~~

SECTION 9. Section 710.740 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 710.740. Interference, Recovery Of Costs Incurred.

If a failure to maintain settling tanks, grit traps, interceptors, or separators ~~or traps~~ results in partial or complete blockage of the building sewer, private sewer system discharging to the POTW or other parts of the POTW or causes interference or excessive maintenance to the POTW or presents a possible health hazard, the discharger shall be subject to the remedies herein including cost recovery, enforcement and penalties.

SECTION 10. 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 11. 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. 14043



Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/10/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



CITY OF SAINT CHARLES

Policy for Design, Installation, & Maintenance of FOG Removal Systems

Revision Date: 8/7/2025

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APPENDICES

- Appendix A Application for Grease Interceptor Sizing Verification
- Appendix B Best Management Practices for Controlling Fats, Oils, and Grease
- Appendix C Grease Interceptor Maintenance Log
- Appendix D FOG Corrective Action Plan & Fee Schedule
- Appendix E Example Commercial or Industrial Grease Interceptor In-Line Layout

Policy for Design, Installation, & Maintenance of FOG Removal Systems

I. PURPOSE

The purpose of this policy is to aid in the selection, sizing, construction, and maintenance of any FOG Removal Systems (grease interceptors) for those establishments that have the potential to discharge wastewater containing fats, oil, and grease (FOG) in quantities that may or will cause obstruction to the flow of wastewater or interfere with the operation of the municipal sewer system.

Grease interceptors are installed on “gray” water drain lines and are designed to remove FOG from wastewater. FOG wastes must be regularly removed or pumped out of the interceptor. The maintenance frequency will vary for each establishment, but the grease interceptor must be cleaned whenever 50 percent of its collection chamber becomes filled with FOG or solids, or when visible grease is seen discharging through the outlet tee. The discharge of any waters or wastes directly or indirectly into the city collection system containing more than 100 milligrams per liter of fats, oils, greases, or waxes is prohibited by the Section 710.680 (Ord. No. 17-184 § 1, 9-20-2017) of the Code of Ordinances of the City of St. Charles.

Information contained within this document is based upon the current version of International Plumbing Code (IPC) as adopted by the City of St. Charles, unless otherwise noted, and standard industry practices. Size, type, and location of grease interceptors shall be in accordance with the requirements set forth herein and manufacturer’s instructions. In the event of a conflict between this document and the plumbing codes, the most restrictive requirement shall take precedence.

II. DEFINITIONS

Fats, Oils and Greases (FOG) is material composed primarily of fats, oil, and grease from animal or vegetable sources. These substances are detectable and measurable using analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136, as may be amended from time to time. The terms fats, oil, and grease shall be deemed as FOG by definition. FOG does not include petroleum based products.

Food Service Establishment (FSE): Any establishment, business, facility or user engaged in preparing, serving, or otherwise making food available for consumption by the public. These establishments use one (1) or more of the following preparation activities: cooking by frying, baking, grilling, sautéing, rotisserie cooking, broiling, boiling, blanching, roasting, toasting, poaching, infrared heating, searing, or barbecuing. This includes non-cooking establishments that are primarily engaged in the preparation of precooked foodstuffs that do not require any form of cooking and those that prepare and serve cold dairy and frozen foodstuffs. Single family residences and individual dwelling units are not considered FSEs. FSEs shall include, but are not limited to, the following:

- Full Service Restaurants
- Limited Service Restaurants – Fast Food Restaurants, Fast Casual Restaurants, Pizzerias, Sub and Sandwich Shops, Cafes, Diners, Bakeries
- Cafeterias, Grill Buffets, and Buffets
- Supermarkets - Grocery Stores, Delicatessens, Commissaries
- Snack and Non-alcoholic Beverage Bars – Doughnut Shops, Bagel Shops, Pretzel Shops, Cookie Shops, Coffee Shops, Ice Cream, Frozen Yogurt and Frozen Custard Shops, Juice Bars, Smoothie Shops, Convenience Stores
- Caterers – Banquet halls with catering staff
- Institutions – Day Care Centers, Nursing Homes and other Care Facilities, Schools, Hospitals, Correctional Facilities, Hotels

- Mobile Food Service – Food Trucks, Food Carts

Gravity Grease Interceptor (GGI) is a structure or device of not less than 500 gallons capacity that is installed in the sanitary drainage system to intercept free-floating FOG from wastewater discharge. Separation is accomplished by gravity during a retention time of not less than 30 minutes. These devices are generally installed in the ground outside the establishment, upstream from the sanitary waste sewer line.

Hydromechanical Grease Interceptor (HGI) (formerly referred to as *grease trap*) is a device that is installed in the sanitary drainage system to intercept free-floating FOG from wastewater discharge. Continuous separation is accomplished by air entrainment, buoyancy and interior baffling. These devices are typically compact under-the-sink units near food preparation areas.

POTW (Publicly Owned Treatment Works) refers to the City's wastewater collection and treatment system. A POTW is defined as any devices or systems used to collect, store, treat, recycle, or reclaim municipal sewage or industrial waste, and includes sewers, pipes, and other conveyances that transport wastewater to a POTW treatment plant.

User means any person or persons and/or any establishment of any kind, including those located outside the jurisdictional limits of the City, discharging or causing the discharge of wastewater into the POTW.

III. APPLICABILITY

These requirements are applicable to all food service establishments, including those that are undergoing:

1. New Construction
2. Interior remodeling to accommodate expansion or operational modifications.
3. Changes of ownership/occupancy.
4. Establishments experiencing difficulty in achieving compliance with maintenance and/or wastewater discharge limitations.
5. A change in menu or hours of operation that could significantly affect the amount of fats, oils, and grease discharged into the establishment's FOG removal system.

IV. APPLICATIONS FOR INSTALLATION OF NEW GREASE INTERCEPTORS AND MODIFICATIONS TO EXISTING GREASE INTERCEPTOR SYSTEMS

Food Service Establishments meeting any of the above criteria shall be required to apply for a FOG Discharge Permit. To begin the permit review process, an *Application for Grease Interceptor Sizing Verification* (See Appendix A) must be submitted to the City of St. Charles. The data contained therein will be used to assess the size required to effectively control the discharge of undesirable materials into the wastewater collection system. The same process will occur where any existing establishments are found to be in violation of this policy. Existing establishments shall not be exempt from the requirements of this policy.

In addition to submitting an *Application for Grease Interceptor Sizing Verification*, a user must submit sizing calculations and plans to the City of St. Charles for review and approval. The plans shall include the location of the grease interceptor, its size, make and model, plumbing diagram detailing equipment, flow restrictors, discharge piping size, sanitary lines, grease waste lines, cut sheets for all kitchen equipment that will discharge wastewaters, and any other information deemed necessary by the reviewer.

An application fee in the amount stated in Section 150.030 of the City of St. Charles Code of Ordinances must accompany the initial permit application. FOG discharge permits shall be issued for a period of one (1) year. A permitted user must apply for permit reissuance by submitting a complete permit application

and renewal fee in the amount stated in Section 150.030 of the City of St. Charles Code of Ordinances a minimum of 30 days prior to the expiration of the existing permit.

In submitting an application, the Food Service Establishment agrees to comply with all provisions of this *Policy for Design, Installation, & Maintenance of FOG Removal Systems*. The applicant further agrees to regularly clean and maintain their grease interceptor(s) in accordance with the guidelines recommended in this policy (see Maintenance & Cleaning Section), and to follow the guidelines recommended in the *Best Management Practices for Controlling Fats, Oils, & Grease* (Appendix B).

This policy provides for proper sizing and use of grease interceptors. The City of St. Charles reserves the right to consider as to the standards found in this policy on a case by case basis. Additional equipment may be needed at certain locations to ensure proper conveyance of wastewater through the municipal sewer system.

The City of St. Charles may mandate existing establishments, where test samples repeatedly exceed the 100 mg/liter total recoverable FOG maximum limit, to install additional FOG removal equipment, increase the size and/or number of grease interceptors, and establish a systematic maintenance program for their FOG removal system.

For all permitted users under the FOG program, the owner/user will be required to register for an account in the program tracking system, FOGBMP.

Exception Process:

Exceptions to this policy may be requested in writing to the St. Charles Public Works Department, Attn: Director of Public Works, 2871 Elm Point Industrial Drive, St. Charles, MO 63301 or public.works@stcharlescitemo.gov to allow a waiver or modification of a requirement prior to approval and construction.

Exceptions may be considered where installation of a gravity grease interceptor would not be feasible. The applicant bears the burden of demonstrating that the installation of a gravity grease interceptor is not feasible. If an establishment believes the installation of a gravity grease interceptor is not feasible due to space constraints, they may request the use of an alternate grease removal device, such as a hydromechanical grease interceptor in lieu of a gravity grease interceptor. Alternative pretreatment technologies may also be considered. The applicant shall submit a licensed professional engineer's report with the request for an exception.

The decision to grant an exception to this policy is at the discretion of the Director of Public Works and/or their designee. An exception shall only be approved to the extent it is necessary. The approval of an exception shall not be construed to be an approval of any violation of this Policy or any of the other provisions of the St. Charles Municipal Code.

V. SIZING & INSTALLATION REQUIREMENTS

Sizing methods described herein are intended for use in determining grease interceptor sizes that will provide the City's sanitary sewer system with protection against grease and other obstructing materials. Sizing determinations are based on operational data provided by business owners or their contractors. In approving a user's plumbing or grease interceptor design, the City does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under St. Charles regulations. It is the responsibility of the user and/or its contractors to ensure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations. The following conditions shall apply to sizing and selection of grease interceptors:

1. No grease interceptor shall be installed which has a stated rate flow of more than fifty-five (55) gallons per minute, nor less than twenty (20) gallons per minute, except when specially approved by the Department of Community Development or Department of Public Works.
2. Grease Interceptor size shall be determined using the sizing method per the current version of the International Plumbing Code adopted by the City of St. Charles, as outlined herein.

3. All interceptors must be trapped and vented in accordance with local and state codes.
4. All grease bearing waste streams shall be routed through an appropriate grease interceptor. Equipment requiring a grease interceptor may include but is not limited to: three-compartment sinks, pot/pan sinks, soup kettles, hand-washing sinks, pre-rinse sinks, wok stations, dishwashers, mop sinks and floor drains. Notable Exceptions are: Drains that receive "clear waste" only, such as from ice machines or condensate from coils and drink stations. Such drains may be plumbed to the sanitary system without passing through the grease interceptor with the condition that the receiving drain is a "hub" type that is a minimum of two inches above the finished floor. Food waste disposers (grinders) shall not discharge to a grease interceptor.
5. All water flow into grease interceptors must be less than 120 degrees Fahrenheit prior to entering gravity grease interceptor.
6. Domestic sanitary waste lines shall not be connected to the grease interceptor.

Sizing:

The sizing method outlined below is based upon the current version of the International Plumbing Code adopted by the City of St. Charles. Grease interceptors must be designed by a registered professional engineer.

It is the responsibility of the permittee and their contractors to ensure that the wastewater discharged from their facility is in compliance with the Code of Ordinances of the City of St. Charles discharge limitations (chapter 710.680). For the purpose of plans review, a general assessment of grease interceptor design and size will be performed using the following formulas. These formulas have been demonstrated as industry standards capable of achieving the City of St. Charles discharge criteria when systems are maintained in proper condition.

Step 1: Determine the cubic content of the fixture by multiplying length x width x depth.

Step 2: Determine capacity in gallons. 1 gallon = 231 cubic inches

Step 3: Determine actual drainage load. The fixture is normally filled to about 75% of capacity with water. The items being washed displace about 25% of the fixture content, thus actual drainage load = 75% of fixture capacity.

Step 4: Determine flow rate and drainage period. In general, good practice dictates a one (1) minute drainage period; however, where conditions permit, a two (2) minute drainage period is acceptable. Drainage period is the actual time required to completely drain the fixture.

$$\text{Flow Rate (gpm)} = \text{Actual Drainage Load (gal)} \div \text{Drainage Period (min)}$$

Determine the minimum required flow rate for the interceptor by calculating the capacity of each fixture that will be connected to the interceptor and add the volumes together.

Step 5: Select Interceptor. Select an interceptor which is rated for the flow rate calculated. Select the next larger size when flow rate falls between two available sizes. Multiple interceptors may be used separately or combined to meet the flow rate requirement.

Example: A three-compartment sink with each compartment being 18 x 18 x 10 inches

Step 1: 18 in x 18 in x 10 in = 3,240 cubic inches (in³)

Step 2: 3,240 in³ / 231 = 14 gallons per compartment

14 gallons per compartment x 3 compartments = 42 total fixture capacity gallons

Step 3: 42 gallons x 0.75 = 31.5 gallons actual drainage load

Step 4: 31.5 gallons ÷ 1 minute = 31.5 gpm

Step 5: A grease interceptor with a minimum 35 gpm flow rating should be used.

Installation:

All permitting, construction, and inspection activities must be completed in accordance with these standards. Additionally, the following specifications must be incorporated into grease interceptor design.

1. Grease interceptor shall be constructed in accordance with the manufacturer's instructions. A "Traffic Rated" interceptor shall be installed under traffic bearing locations on the site (parking lots or roads). A "Non-Traffic Rated" interceptor may be installed under green space or non-traffic bearing areas of the site subject to approval by City of St. Charles.
2. Units must be directly accessible from the ground surface to provide a means for servicing, sampling and maintain the interceptor in working and operating condition. Access ports shall not be visually obscured with parked vehicles, building structures, recycle or refuse containers, pallets, trees, growing plants/shrubbery, landscape tarps, plastic sheets, foreign objects, soil, mulch, floorings, or pavement of any substance.
3. Pre-manufactured polyethylene (or other polymer-based materials) gravity grease interceptors are acceptable for use in lieu of concrete units. Polyethylene units shall be properly anchored to prevent floatation. Manufacturer's details for polyethylene interceptors and associated anchoring system plans, prepared by a licensed professional engineer, must be submitted to the City of St. Charles for approval prior to installation.
4. All exterior or recessed gravity grease interceptors are to be installed with an Effluent Sampling Well as shown on the *Example Commercial or Industrial Grease Interceptor In-line Layout* drawing in Appendix E.
5. Hydromechanical Grease Interceptors shall not be installed in new establishments and may only be used in existing establishments where space restrictions prevent the installation of a GGI or where an exception has been approved.
6. HGIs may contain weirs, diffusers, or moving mechanical components and are required to have a flow restrictor. Flow restrictors slow the flow of water entering the interceptor. Each fixture discharging to an HGI must have an approved type of vented flow restrictor. Alternatively, if approved, a single flow restrictor may be installed ahead of the HGI, as long as FOG producing plumbing fixtures and appliances discharge through it. At no time shall the total flow through any flow restrictor(s) going to an HGI be greater than the rated flow of the interceptor. Also, the total capacity of the fixtures discharging into an HGI, in gallons, shall not exceed two and one-half (2 ½) times the certified gallons-per-minute flow rate of the interceptor. HGIs must also have an effluent valve assembly that allows for sample collection.
7. HGIs must be water tight, constructed of materials not subject to excessive corrosion or decay, and must be accessible for inspection and cleaning. The HGI may be set on the floor, partially recessing in the floor, with top flush with the floor, or fully recessed below the floor to suit piping and structure conditions. Anticipate sufficient clearance for removal of interceptor cover for cleaning.

The City of St. Charles will evaluate the sizing of the proposed unit(s) based upon information contained in the *Application for Grease Interceptor Sizing Verification*, proposed design plans, and the manufacturer's product information submitted by the user. City of St. Charles reserves the right to increase proposed interceptor sizes based upon industry accepted plumbing guidelines and past experience.

VI. MAINTENANCE & CLEANING

Establishments shall maintain their FOG removal systems so that discharge from these facilities is in compliance with all applicable laws, rules, and regulations. Cleaning and maintenance of all grease interceptors shall be the responsibility of the user. It shall be the responsibility of the user to inspect any of the aforementioned devices during the pumping or maintenance procedure to ensure that the cleaning is done properly and that all fittings and fixtures inside the interceptor are in working condition and

functioning properly. The establishment shall be responsible for the cost and scheduling of all repairs to its grease interceptor(s). Repairs required by the FOG inspector for the City of St. Charles shall be completed within 30 days after the date that the written notice is received by the establishment, unless the City of St. Charles approves a different completion date in writing.

1. The user is required to keep an up-to-date *Grease Interceptor Maintenance Log* (see Appendix C) showing the following:
 - Date maintenance or cleaning was performed.
 - Name of company that performed the cleaning.
 - Manifest Number provided by grease hauler.
 - How much waste was removed at the time of cleaning.
 - Where that waste was disposed.

The *Grease Interceptor Maintenance Log* shall be kept in a conspicuous location on the premises for inspection. Trip tickets or manifests shall be maintained for a period of 3 years to substantiate the maintenance log.

Removal of a grease interceptor's contents shall be recorded on a manifest that identifies the date and time of pumping, vehicle number, name of hauler and their employee performing the work, manifest number, quantity of grease and solids removed (in gallons), waste disposal site, and whether the interceptor is an interior or exterior unit. The hauler shall provide the permittee, at the time of service, a manifest conforming to all Federal and State statutes and regulations, and the provisions of this policy.

A copy of the information required in the maintenance log, including trip tickets or manifest, must be entered in the St. Charles FOG database (FOGBMP or current vendor) and be submitted to the City of St. Charles when requested. The report shall be submitted to the City of St. Charles within 14 calendar days of the City's request for information.

2. It is recommended that an owner, manager, or employee of the establishment supervise grease interceptor cleaning, be physically present, and observe the entire cleaning operation.
3. Cleaning shall include the complete removal of all contents, including floating materials, wastewater, and bottom sludge and solids. After complete evacuation, walls, top, and bottom of the interceptor shall be thoroughly scraped, and the residue removed. Upon completion of the servicing, the employee witnessing the cleaning shall make an inspection of the interior of the interceptor, take a picture and sign the trip ticket or manifest. The employee shall make an appropriate entry in the establishment log and complete the St. Charles FOG database service log and post cleaning photographs.
4. Interceptors shall be pumped out completely during each cleaning event. The return of gray water back into the grease interceptor from which the waste was removed (pump & return/backflush) is prohibited.
5. Outdoor gravity grease interceptors shall be cleaned no less than once every three (3) months or when FOG contents exceed 50% of the total capacity of the interceptor. Cleaning events shall be increased as needed to prevent carryover of grease into the collection system.
6. Hydromechanical grease interceptors shall be cleaned no less than once every month or when the FOG contents exceed 50% of the total capacity of the interceptor. HGI's should be cleaned according to the manufacturer's recommendations or more often as necessary to prevent pass-through of grease into the collection system.
7. Requests for decreased cleaning frequency must be accompanied by effluent test sample results from a certified laboratory showing that total recoverable FOG concentrations are consistently well below the 100 mg/liter maximum limit. A minimum of three test samples must be taken at one-

month intervals for the three-month period immediately prior to submission of the request. Such requests must be submitted to the St. Charles FOG inspector.

8. Waste removed from each grease interceptor shall be disposed of at a facility permitted to receive such waste in accordance with federal, state, and local regulations. Disposing of FOG waste in any private or public portion of the collection system is strictly prohibited.
9. It shall be a violation for an establishment to allow grease interceptor waste to be removed from the premises by a transporter that does not have applicable federal, state, or local permits or registrations. Transportation and disposal of grease or other materials generated by a grease interceptor shall be subject to all applicable federal, state, and local regulations.
10. No additives may be used in a grease interceptor, such as concentrated detergents, emulsifiers, de-emulsifiers, surface active agents, enzyme, degreasers, solvents or any type of product that will liquefy grease interceptor wastes.
11. All costs associated with proper maintenance of the grease interceptor shall be borne by the user.
12. All users shall use waste barrels or containers to dispose of waste fats, oils and grease. Such material shall be recycled or disposed of through an establishment permitted and authorized to receive such waste in accordance with all applicable federal, state, and local regulations.
13. Users not in compliance with the cleaning requirements of the FOG Policy shall clean the grease interceptor within fourteen (14) calendar days after the establishment receives written notice from the City of St. Charles.
14. A user must contact the City of St. Charles for instructions on proper closing methods of its grease removal system prior to abandoning a facility or selling its properties for a different use.

VII. MONITORING, INSPECTION & RIGHT-OF-ENTRY

City of St. Charles staff and/or contractors shall have the right to enter the premise of any establishment to determine whether it is complying with all requirements of the FOG policy. The user shall allow City of St. Charles representatives ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties during reasonable business hours.

1. A FOG Inspector will periodically conduct random inspections. During inspections the inspector will review the *Grease Interceptor Maintenance Log* and request a copy of the permitted grease hauler's manifest to verify the interceptor has been pumped out. He will also conduct an inspection of the kitchen and measure the accumulation of grease and solids in the grease interceptor.
2. The City of St. Charles may require the user to increase the pump out frequency if the interceptor is undersized or needs more maintenance. A Notice of Violation will be issued for not having a grease interceptor, failing to regularly service the grease interceptor at least every 90 days, not having an up-to-date *Grease Interceptor Maintenance Log*, and/ or not having a copy of the grease manifests.
3. Where the user has security measures in force which require proper identification and clearance before entry into the premise, the management of said establishment shall make necessary arrangements with security so that upon presenting proper identification, The City of St. Charles staff will be permitted to enter immediately for the purposes of performing specific responsibilities.
4. The City of St. Charles shall have the right to conduct sampling and/or monitoring of the establishment's operations.
5. The City may require the establishment to install monitoring equipment as necessary. The establishment's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition at the establishment's expense. Where applicable, devices used to measure wastewater flow and quality shall be calibrated at least annually to ensure accuracy.

6. Any temporary or permanent obstruction of safe and easy access to the establishment's FOG removal system, for inspection and/or sampling shall be promptly removed at the written or verbal request of City staff and shall not be replaced. The costs of clearing obstructions for said access shall be borne by the establishment.
7. Unreasonable delays in allowing City staff to access the establishment's facilities shall be a violation of this policy.

New establishments shall not be allowed to initiate operations until a properly sized FOG removal system is approved, installed, and inspected by the City of St. Charles. The City of St. Charles may suspend water service if FOG removal system is not in compliance with this FOG policy.

FSE Tracking:

The City of St. Charles is moving away from paper forms and now utilizes an electronic database for permitting and tracking compliance with City of St. Charles FOG Policy. The database provides an inventory of FSEs in the City, including FSE compliance and permitting status. It also provides the City of St. Charles with an automated and reliable way to ensure that non-compliant FSEs are visited more frequently.

Once the FSE has been approved, a Login to the database will be provided so the FSE/Permittee will be required to upload the information directly on a monthly basis and have the ability to keep up to date with requirements. All FSE's are required to have a login and provide the required information to the database according to the maintenance schedule the FSE is assigned.

VIII. VIOLATION OF ORDINANCE

No user shall discharge wastewater to the sanitary sewer system in violation of this FOG Policy or City of St. Charles's discharge limitations. It shall be a violation of the FOG Policy for any user to:

1. Fail to install an interceptor as required or adequately maintain an interceptor in proper working order.
2. Modify a grease interceptor structure without the consent or approval of City of St. Charles, including alteration to or removal of any flow restricting devices or diffusers, so as to cause flow to exceed the design flow capacity of the grease interceptor.
3. Deny or interfere with a City representative's inspection of a grease interceptor.
4. Fail to provide or falsify maintenance records.
5. Fail to clean the grease interceptor(s) at the minimum required frequency or when FOG contents exceed 50% of the total capacity.

No user shall discharge FOG to the sanitary sewer system in excess of 100 mg/liter total recoverable FOG, contribute to increased downstream maintenance of the sanitary system due to a FOG discharge, or contribute to downstream backups or overflows due to FOG discharge. If such discharge occurs, the user shall be considered in violation of this policy and subject to the remedies prescribed herein. The City of St. Charles may mandate existing establishments, where test samples repeatedly exceed the 100 mg/liter total recoverable FOG maximum limit to install additional FOG removal equipment, increase the size and/or number of grease interceptors, and establish a systematic maintenance program for their FOG removal system.

No user shall contribute or cause to be contributed into the grease interceptor or the sanitary sewer system any of the following:

1. Hot water running continuously through grease interceptor.
2. Concentrated alkaline or acidic solutions.
3. Concentrated detergents, emulsifiers, de-emulsifiers, surface active agents, enzyme, degreasers, solvents, or any type of product that will liquefy grease interceptor wastes.

4. Any substance that may cause excessive foaming in the sanitary sewer system.
5. Any substance capable of passing the solid or semi-solid contents of the grease interceptor to the sanitary sewer system.
6. Hazardous wastes including concentrated cleaners, pesticides, herbicides, paints, solvents, gasoline, or other petroleum products.
7. Waste fats, oils and grease not generated as part of the wastewater system.

When the City of St. Charles finds that a user is in violation of any provision contained within this policy or any other relevant pretreatment standard or requirement, the City of St. Charles will then serve the user a Written Notice of Violation (N.O.V.). The N.O.V. will include:

1. The nature of the violation that was found.
2. The required action needed to correct the violation.
3. The time period in which the User has to correct the identified violation.

Nothing in this section shall limit the City of St. Charles from adhering to the *Corrective Action Plan and Fee Schedule* (See Appendix D), including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

When all steps identified in the aforementioned *Corrective Action Plan and Fee Schedule* have been exhausted and the establishment is still found to be in violation, the City of St. Charles shall initiate standard code enforcement proceedings.

When required, sampling data shall be submitted at least twice per week for one month, demonstrating that concentration limits of oil and grease are below the 100 mg/L limitation identified in 710.530. Sampling shall be performed at the user's expense.

If the violation involves a discharge that is prohibited, or exceeds concentration limitations, the report shall contain information regarding the time, date, location, cause, source, quantity, quality and concentration of the discharge and the corrective measures either already taken or that are planned to be taken by the establishment to correct and prevent any similar recurring discharges.

Submission of this plan in no way relieves the permittee of liability for any violations occurring before or after receipt of the *Notice of Violation*.

APPENDICES



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

Saint Charles Mississippi WWTF
4933 Dwyer Road
St. Charles, MO 63301

636.223.4808
Christine.Mazrim@woodardcurran.com

Application for Grease Interceptor Sizing Verification

Per Sections 710.720 and 710.730 of the City of Saint Charles Municipal Code, Grease Interceptors are to be sized in accordance with the most current edition of the International Plumbing Code. Woodard & Curran reviews all grease interceptor sizing applications for the City of Saint Charles.

1. Please provide the following contact information.

Business Name	
Business Address	
Phone	
Email	

Owner Name	
Owner Address	
Phone	
Email	

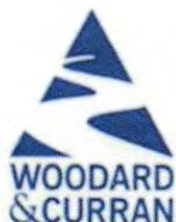
Owner Representative Name	
Owner Representative Firm	
Owner Representative Phone	
Owner Representative Email	

2. Please indicate descriptions that represent your facility.

Type of Food Service Establishment	Location
<input type="checkbox"/> Fast Food Restaurant	<input type="checkbox"/> Ice Cream Shop
<input type="checkbox"/> Full-Service Restaurant	<input type="checkbox"/> Cocktails/Bar
<input type="checkbox"/> Buffet	<input type="checkbox"/> Catering
<input type="checkbox"/> Take Out Facility (only)	<input type="checkbox"/> Food Packager
<input type="checkbox"/> Coffee Shop	<input type="checkbox"/> Meat Processor
<input type="checkbox"/> Bakery	<input type="checkbox"/> Other _____
<input type="checkbox"/> Cafeteria	
<input type="checkbox"/> Stand-alone Restaurant	<input type="checkbox"/> Hospital
<input type="checkbox"/> Strip Mall	<input type="checkbox"/> Nursing Home
<input type="checkbox"/> Mall/Food Court	<input type="checkbox"/> Hotel/Motel
<input type="checkbox"/> School	<input type="checkbox"/> Supermarket
<input type="checkbox"/> Club/Organization	<input type="checkbox"/> Religious Institution
<input type="checkbox"/> Company/Office Bldg	<input type="checkbox"/> Prison
<input type="checkbox"/> Stadium/Amusement Park	<input type="checkbox"/> Other _____

3. Please indicate all equipment for your facility.

Food Processing Equipment	Kitchen Equipment
<input type="checkbox"/> Deep Fryer	<input type="checkbox"/> Rotisserie
<input type="checkbox"/> Charbroiler	<input type="checkbox"/> Stove
<input type="checkbox"/> Griddle	<input type="checkbox"/> Wok
<input type="checkbox"/> Grill	<input type="checkbox"/> Other _____
<input type="checkbox"/> Oven	<input type="checkbox"/> Other _____
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Garbage Disposal
<input type="checkbox"/> Pre-Rinse Sink	<input type="checkbox"/> Other _____
<input type="checkbox"/> 3-Comp Sink	<input type="checkbox"/> Other _____
<input type="checkbox"/> Mop Sink	<input type="checkbox"/> Other _____
<input type="checkbox"/> Floor Drains	<input type="checkbox"/> Other _____



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

Saint Charles Mississippi WWTF
4933 Dwyer Road
St. Charles, MO 63301

636.223.4808
Christine.Mazrim@woodardcurran.com

4. Please provide the following operating information.

Days/Hours of Operation	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

Number of Employees	
Seating Capacity	
Average Meals Served per Day	
Peak Meals Served per Hour	
Do you wash plates?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What discharges into your grease interceptor?	<input type="checkbox"/> Dishwasher <input type="checkbox"/> 3 Compartment Sink <input type="checkbox"/> Floor Drains <input type="checkbox"/> Other (describe):
Do you own or maintain the grease interceptor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If no provide details:
Do you have a grease bin outdoors that you dump your solids into?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Flow Rate of waste to grease interceptor	

Sink #	Compartment #	Length(in)	Width(in)	Depth(in)
1	1			
	2			
	3			
2	1			
	2			
	3			
3	1			
	2			
	3			



COMMITMENT & INTEGRITY
DRIVE RESULTS

Saint Charles Mississippi WWTF
4933 Dwyer Road
St. Charles, MO 63301

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Christine.Mazrim@woodardcurran.com

Grease interceptor sizing will be based on the following calculation:
Length x Width x Height x compartments= volume (cubic inches) of the sink.
The cubic inches is divided into 231 (231 is converting cubic inches to gallons)
The gallons is multiplied by .75 (.75 is 75% of the maximum discharge).
The maximum discharge is divided by 1 minute (or 2 minutes as applicable) = the minimum GPM needed for the grease interceptor.

Example:

18" x 18" x 10" X 3 (compartments) = 9720 cubic inches
9720/231 = 42.08 Gallons
42.08 x .75 = 31.56 Gallons
31.56 / 1 = 31.56 GPM

In the equation above the result of 31.56 is the minimum grease interceptor size that will be allowed. The next standard size of grease interceptor is 35 GPM

- 5. Provide a plumbing diagram that details the equipment, flow restrictors, discharge piping size, sanitary lines, grease waste lines, and the location of the interceptor.
- 6. Provide cut sheets for all kitchen equipment that will discharge wastewater.
- 7. Provide size, make, and model of the proposed grease interceptor, along with the calculations used to determine sufficient capacity.

8. Completed By:

Signature		Printed Name	
Title		Date	

Email this completed form along with the requested information to Christine Mazrim with Woodard & Curran at Christine.Mazrim@woodardcurran.com. Please contact Christine at 636-223-4808 or via email if you have any questions.

Best Management Practices for Controlling Fats, Oils, and Grease

Dry Clean-Up

Practice dry cleanup. Remove food waste with “dry” methods such as scraping, wiping, or sweeping before using “wet” methods that use water. Wet methods typically wash the water and waste materials into the drains where it eventually collects on the interior walls of the drainage pipes. Do not pour grease, fats or oils from cooking down the drain and do not use the sinks to dispose of food scraps. Likewise, it is important to educate kitchen staff not to remove drain screens as this may allow paper or plastic cups, straws, and other utensils to enter the plumbing system during clean up. The success of dry cleanup is dependent upon the behavior of the employee and availability of the tools for removal of food waste before washing. To practice dry clean up:

- Use rubber scrapers to remove fats, oils and grease from cookware, utensils, chafing dishes, and serving ware.
- Use food grade paper to soak up oil and grease under fryer baskets.
- Use paper towels to wipe down work areas. Cloth towels will accumulate grease that will eventually end up in your drains from towel washing/rinsing.

Spill Prevention

Preventing spills reduces the amounts of waste on food preparation and serving areas that will require clean up. A dry workplace is safer for employees in avoiding slip, trips, and falls. For spill prevention:

- Empty containers before they are full to avoid spills.
- Use a cover to transport interceptor contents to rendering barrel.
- Provide employees with the proper tools (ladles, ample containers, etc.) to transport materials without spilling.

Maintenance

Maintenance is important to avoiding FOG blockages. For whatever method or technology is used to collect, filter and store FOG, ensure that equipment is regularly maintained. All staff should be aware of and trained to perform correct cleaning procedures, particularly for under-sink interceptors that are prone to break down due to improper maintenance. A daily and weekly maintenance schedule is highly recommended.

- Contract with a management company to professionally clean large hood filters. Small hoods can be hand-cleaned with spray detergents and wiped down with cloths for cleaning. Hood filters can be effectively cleaned by routinely spraying with hot water with little or no detergents over the mop sink that should be connected to a grease interceptor. After hot water rinse (separately trapped), filter panels can go into the dishwasher. For hoods to operate properly in the removal of grease-laden vapors, the ventilation system will also need to be balanced with sufficient make-up air.
- Skim/filter fryer grease daily and change oil when necessary. Use a test kit provided by your grocery distributor rather than simply a “guess” to determine when to change oil. This extends the life of both the fryer and the oil. The build-up of carbon deposits on the bottom of the fryer acts as an insulator that forces the fryer to heat longer, thus causing the oil to break down sooner.
- Collect fryer oil in an oil rendering tank for disposal or transport it to a bulk oil rendering tank instead of discharging it into a grease interceptor or waste drain.
- Cleaning intervals depend upon the type of food establishment involved. Some establishments require monthly or once every two months cleaning. Establishments that operate a large number of fryers or handle a large amount of fried foods such as chicken may need at least monthly cleanings.

Full cleaning of grease interceptors (removing all liquids and solids and scraping the walls) is a worthwhile investment. Remember, sugars, starches and other organics accumulate from the bottom up. If sediment is allowed to accumulate in the interceptor, it will need to be pumped more frequently.

- Develop a rotation system if multiple fryers are in use.
- Designate a single fryer for products that are particularly high in deposits and change that one more often.

Oil & Grease Collection/Recycling & Food Donations

FOG's are commodities that if handled properly can be treated as a valuable resource.

- Begin thinking of oil and grease as a valuable commodity. Some rendering companies will offer services free of charge and others will give a rebate on the materials collected.
- Use 25-gallon rendering barrels with covers for onsite collection of oil and grease other than from fryers. Educate kitchen staff on the importance of keeping outside barrels covered at all times. During storms, uncovered or partially covered barrels allow storm water to enter the barrel resulting in oil running onto the ground and possibly into storm drains, and can "contaminate" an otherwise useful by-product.
- Use a 3-compartment sink for ware washing. Begin with a hot pre-wash, then a scouring sink with detergent, then a rinse sink.
- Make sure all drain screens are installed.
- Prior to washing and rinsing use hot water ONLY (no detergent) pre-rinse that is separately trapped to remove non-emulsified oils and greases from ware washing. Wash and rinse steps should also be trapped.
- Empty grill top scrap baskets or scrap boxes and hoods into the rendering barrel.
- Easy does it! Instruct staff to be conservative about their use of fats, oils and grease in food preparation and serving.
- Ensure that edible food is not flushed down your drains. Edible food waste may be donated to a local food bank. Inedible food waste can be collected by a local garbage feeder that will use food discards for feeding livestock. Food donation is a win-win situation. It helps restaurants reduce disposal costs and it puts the food in the hands of those who can use it.

Grease Interceptors

- For grease interceptors to be effective, the units must be properly sized, constructed, and installed in a location to provide an adequate retention time for settling and accumulation of the FOG. If the units are too close to the FOG discharge and do not have enough volume to allow amassing of the FOG, the emulsified oils will pass through the unit without being captured.
- Ensure all grease-bearing drains discharge to the grease interceptor. These include mop sinks, woks, wash sinks, prep sinks, utility sinks, pulpers, dishwashers, pre-rinse sinks, can washes, and floor drains in food preparation areas such as those near a fryer or tilt/steam kettle. No toilet wastes should be plumbed to the grease interceptor.
- If these suggested best management practices do not adequately reduce FOG levels, the user may consider installing a second grease interceptor with flow-through venting. This system should help reduce grease effluent substantially.

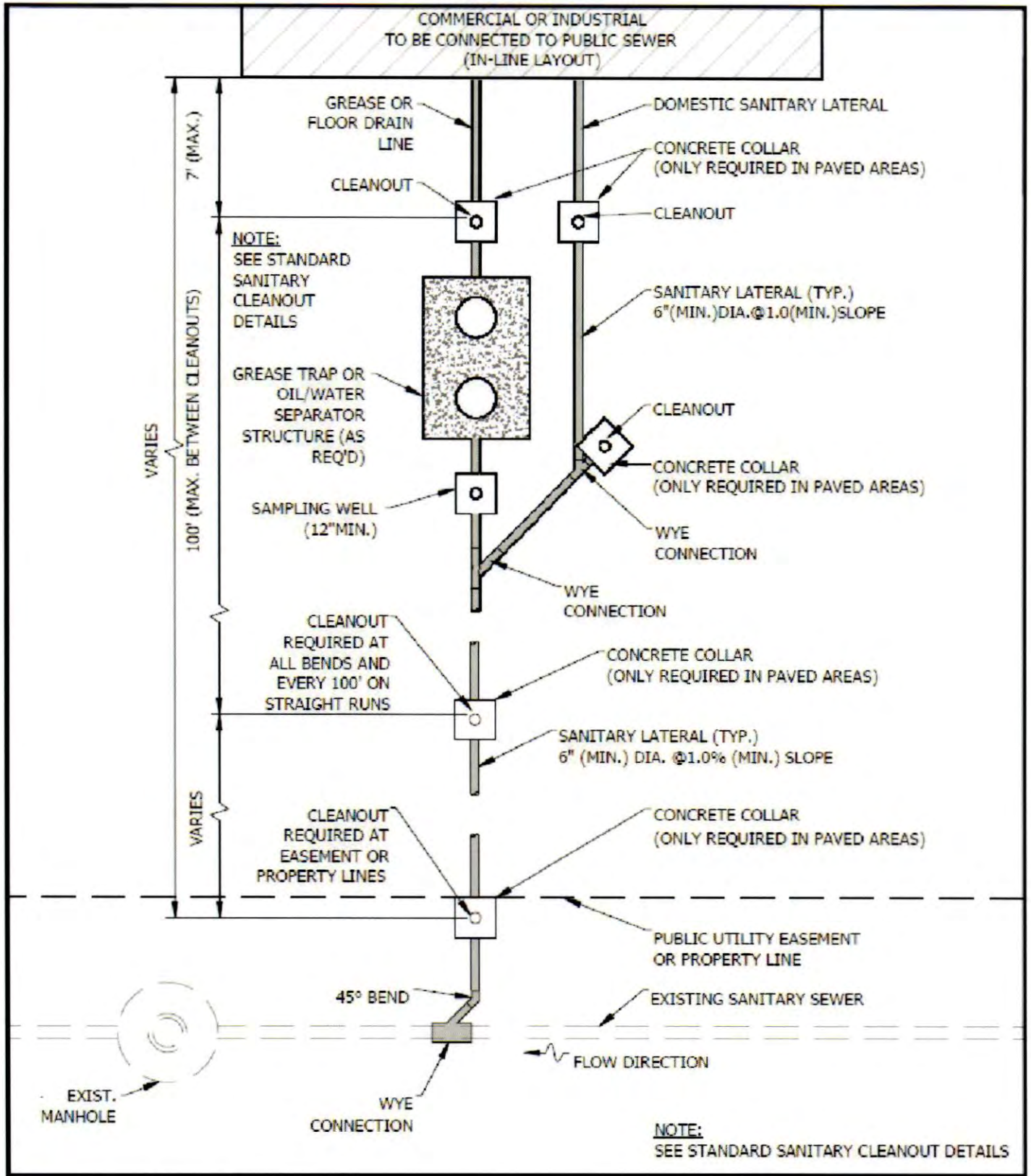
Fats, Oils, and Grease (FOG) Corrective Action Plan & Fee Schedule

Violation Category	Corrective Action/Description	Ordinance or Utility Rule Reference	Compliance Due Date ²	2 nd N.O.V. ¹	3 rd N.O.V. ¹	Code Enforcement
Failure to Submit Application for Grease Interceptor Sizing Verification	The User must submit (mail/email) the completed form.	Chapter 710.700 (A)	14 days from 1 st N.O.V.	14 days from 1 st N.O.V. \$50 Fee	28 days from 1 st N.O.V. \$200 Fee	Any non-compliance beyond the 3 rd N.O.V. shall be subject to City Code Enforcement.
Disallow Inspection	The User must reschedule the inspection with the Inspector.	Chapter 710.710 (A) (3)	7 days from original inspection.	7 days from 1 st Inspection \$75 Fee	14 days from 1 st Inspection \$150 Fee	Any non-compliance beyond the 3 rd N.O.V. shall be subject to City Code Enforcement
Failure to maintain records	The User must keep a maintenance log and manifests on site and provide copy to FOG Coordinator upon request.	Chapter 710.710 (A) (4)	14 days from 1 st N.O.V.	14 days from 1 st N.O.V. \$50 Fee	28 days from 1 st N.O.V. \$250 Fee	Any non-compliance beyond the 3 rd N.O.V. shall be subject to City Code Enforcement
Failure to clean outdoor or indoor grease removal devices ("50% Rule")	The User must have device cleaned/pumped and submit manifest/log to FOG Coordinator.	Chapter 710.70 (A) (5)	14 days from 1 st N.O.V.)	14 days from 1 st N.O.V. \$350 Fee	28 days from 1 st N.O.V. \$1,000 Fee	Any non-compliance beyond the 3 rd N.O.V. shall be subject to City Code Enforcement
Failure to install/maintain removal devices in properly working order	The User must install a properly sized grease interceptor; make any and all repairs to ensure proper function such that discharge to the sewer contains no more than 100 mg/1 of FOG.	Chapter 710.710 (A) (1)	30 days from 1 st N.O.V. (repairs) 90 days from 1 st N.O.V. (installations)	30 days from 1 st N.O.V. \$350 Fee 90 days from 1 st N.O.V. \$750 Fee	60 days from 1 st N.O.V. \$500 Fee 120 days from 1 st N.O.V. \$1,000 Fee	Any non-compliance beyond the 3 rd N.O.V. shall be subject to City Code Enforcement
Source of sanitary sewer overflow	The User must have all maintenance issues fixed to ensure another overflow does not occur.	Chapter 710.710 (B)	Within 24 Hours of Notice			

1) Payment of the fee will be required 30 days following issuance of Notice of Violation (N.O.V.).

2) All times are given in calendar days.

EXAMPLE COMMERCIAL OR INDUSTRIAL GREASE INTERCEPTOR IN-LINE LAYOUT



RCA FORM (OFFICE USE ONLY)

Bill # 14044

MEETING/DATE: 12/16/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Brian Gould

Description:

Ordinance amending Chapters 210, 215, and 135 of the Municipal Code to update rules and regulations pertaining to dogs, cats, and other animals for the protection of health, safety, and welfare in the City.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Community Development Staff have worked closely with the Legal Department in 2025 to comprehensively review all codes pertaining to animals within the City. The result is a comprehensive ordinance that updates and modernizes Chapter 210 "Animals" of the Municipal Code. Chapter 210 provides rules and regulations pertaining to Licensing and Registration, Regulations and Prohibitions, and Administration and Enforcement Procedures. Staff believes these updates will improve the usability of this Chapter as well as incorporate best practices from around the region. Associated with the amendments to Chapter 210, related necessary amendments to Chapters 135 and 215 are also included.

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. B Finance Dir. Jaw Dir. of Admin. g

Sponsors: Mark Hollander, Brian Gould

AN ORDINANCE AMENDING CHAPTER 210 OF THE CODE OF ORDINANCES TO UPDATE THE RULES AND REGULATIONS PERTAINING TO DOGS, CATS AND OTHER ANIMALS WITHIN THE CITY; AND, ASSOCIATED THEREWITH, AN AMENDMENT TO SECTION 135.100, PERTAINING TO SEARCH WARRANT PROCEDURES, AND ENACTMENT OF A NEW SECTION 215.605, PERTAINING TO ASSAULTS ON POLICE ANIMALS.

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

SECTION 1. Section 210.030 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.030. Definitions.

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDON

The term “abandon” shall mean any or all of the following:

1. To forsake entirely, to neglect or refuse to provide or perform legal obligations for the care and support of an animal.
2. To leave an animal without demonstrated or apparent intent to recover or to resume custody.
3. To leave an animal for more than twelve (12) hours without providing adequate food, adequate water, or adequate shelter for the duration of the absence.
4. To turn out or release an animal for the purpose of causing it to be impounded.

Such abandonment shall constitute the relinquishment of all rights and claims by the owner to such animal.

ADEQUATE CARE

Normal and prudent attention to the needs of an animal, including adequate food, adequate water, adequate shelter, and medical care as necessary to maintain good health in a specific species of animal.

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ADEQUATE FOOD

Foodstuff provided free of contamination by insects, fungus, mold, mildew or other form of spoilage, provided at suitable intervals and in suitable supply for species and age of such animal, sufficient to maintain a reasonable level of nutrition, and provided in a safe dish or container and which is provided at least every twelve (12) hours.

ADEQUATE SHELTER

The continuous provision of a structure having a roof, walls, and a floor, which is dry, weatherproof, and made of durable material. At a minimum, the structure must:

1. Be sufficient in size to allow each sheltered animal housed in it to stand up naturally without restriction, turn around, and lie down, though small enough for the animal to maintain its own body heat;
2. Shelter the animal from the adverse effects of the elements, including access to shade from direct sunlight and protection from exposure to inclement weather conditions;
3. Be free of standing water and accumulated waste;
4. Have adequate ventilation;
5. Provide a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner; and
6. Occupancy has not been prohibited by the Code Official under Chapter 500 of the Code of Ordinances.

ADEQUATE WATER

Potable water of a drinkable temperature which is free from contamination by fecal matter, urine, mold, mildew, bacteria or other forms of spoilage which would make the water unsuitable to be consumed; and provided in a safe dish, container or by another suitable manner, in sufficient volume, and at suitable intervals to maintain normal hydration for the weather conditions and the age, species, condition, size, and type of each animal, but under no circumstances shall such interval exceed twelve (12) hours.

ANIMAL

Every living creature, domesticated or wild, but not including Homo sapiens.

ANIMAL CONTROL OFFICER

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~~Any person designated by the City as responsible for the impounding of animals.~~ Any person designated by the City as responsible for the impoundment, transportation and confinement of any animal, whether on view or as the result of a complaint, in violation of the provisions of this or any other applicable law or ordinance, and the enforcement of the provisions of this Chapter and any other State of Missouri statute or City of St. Charles ordinance, law or regulation pertaining to the control of animals as they apply within the limits of the City of St. Charles

AT LARGE

~~Unconfined, off or on the premises of the owner's real property or property in his/her possession or not under restraint by some person physically able to prevent escape; provided, cats shall not be considered at large when unconfined or not under restraint while on the owner's real property.~~ Off the premises of the owner, or of anyone having care, custody, or control of the animal, and not under the adequate control of the owner or of anyone having care, custody, or control of the animal. At large shall not include any dog or puppy lawfully off-leash in a designated off-leash animal park.

CAT

All domestic species or varieties of the genus Felis, male or female, four (4) months of age or older.

CATTERY

~~Any place or tract of land, whether indoors or outdoors, whether enclosed or not, in, at or upon which and whether for pleasure or profit, cats are kept, housed, bred, raised, fed, displayed, exhibited or sold. The owner of more than three (3) cats, whether owned for pleasure or profit, breeding or exhibiting, shall be deemed to be the operator of a cattery.~~

CERTIFICATE

The certificate issued under this Chapter at the time of vaccination and bearing thereon the signature of the veterinarian, the registration number, the name, color, breed and sex of the dog, cat or animal, the name and address of the owner, the date of the vaccination and the type of vaccine administered.

COMMERCIAL ANIMAL ESTABLISHMENT

Any pet shop, grooming shop, auction, riding school, stable, cattery, kennel, guard dog service, dog trainer, business keeping animals in stock for retail or wholesale trade or any establishment performing one (1) or more of the principal activities of the aforementioned establishments.

COURT

The Municipal Court of the City of St. Charles, Missouri.

<p><u>Underlined</u> text is inserted. Struck through text is deleted.</p>

DOG

All domestic members of the Canis family, male or female, four (4) months of age or older.

~~DOMESTIC ANIMAL AVOCATION~~

~~The care, breeding, showing or keeping of dogs by an adult person who maintains a hobby kennel containing more than two (2) but not more than four (4) dogs over the age of six (6) months on the lot on which the person is a resident or on a contiguous lot, which lot or lots are not zoned business.~~

DUNBAR SCALE

The Dunbar Dog Bite Scale, an assessment of the severity of biting problems based on an objective evaluation of wound pathology, and herein further defined as follows:

Level 1. Obnoxious or aggressive behavior but no skin-contact by teeth.

Level 2. Skin-contact by teeth but no skin-puncture. However, may be skin nicks (less than one-tenth (1/10) of an inch deep) and slight bleeding caused by forward or lateral movement of teeth against skin, but no vertical punctures.

Level 3. One (1) to four (4) punctures from a single bite, which may have lacerations in a single direction, caused by victim pulling hand away, owner pulling dog away, or gravity (little dog jumps, bites and drops to floor).

Level 4. One (1) to four (4) punctures from a single bite, with deep bruising around the wound (such as when a dog held on and bore down) or lacerations in both directions (such as when a dog held on and shook its head from side to side).

Level 5. Multiple-bite incident with at least two (2) Level 4 bites or multiple-attack incident with at least one (1) Level 4 bite in each.

Level 6. Victim dead.

EUTHANIZE

To put to death in a humane manner.

EXPOSED TO RABIES

~~When bitten by, or fought with, or has come in close contact with a dog or other animal shown to be infected with the rabies virus as determined by standard~~

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~~laboratory testing.~~ Any animal, whether licensed and vaccinated for rabies or not, which has been bitten by or has been fighting with, or has consorted with an animal known to have rabies or showing symptoms of rabies.

HOUSEHOLD MEMBERS

Those members of a family, including servants and attendants, roommates or other humans living in the same dwelling unit.

IMPOUND

The apprehending, catching, trapping, netting, tranquilizing, confining or, if necessary, the destruction of any animal by the Animal Control Officer, a veterinarian or by any employee or agent of the City.

IMPOUNDING FACILITIES

Any premises designated by resolution of the City Council for the purpose of impounding and caring for all animals in violation of this Chapter.

KENNEL

Any commercially zoned place or tract of land, whether indoors or outdoors, whether enclosed or not, in, at or upon which and whether for pleasure or profit, dogs are kept, housed, bred, raised, fed, displayed, exhibited or sold that has an occupancy permit on file. ~~The owner of more than two (2) dogs, unless a domestic animal avocation permit is held, shall be deemed to be the operator of a dog kennel.~~

KITTEN

All domestic species or varieties of the genus Felis, male or female, under the age of four (4) months.

OWNER

Any person who owns, harbors, shelters, keeps, controls, manages, possesses or has part interest in any dog, cat, animal, cattery or kennel in the City. The occupant of any premises on which a dog or cat remains for a period of seven (7) days or to which it customarily returns for a period of seven (7) days is presumed to be harboring, sheltering or keeping the aforementioned dog or cat within this definition. Under no circumstances are the normal and ordinary accepted definitions of the term "harboring, sheltering or keeping" to be limited to the words of the aforementioned presumption. If a minor owns a dog, puppy or other animal subject to the provisions of this Chapter, the head of the household of which such minor owner is a member shall be deemed to be the owner of such dog, puppy or animal for the purpose of this Chapter and under this Chapter shall be responsible as the owner, whether or not such household head is a minor. If not a member of a household, such minor owner shall be directly subject to the provisions of this Chapter.

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PUP OR PUPPY

All domesticated members of the species *Canis familiaris*, male or female, under four (4) months of age.

POCKET PET

Any domestic animal other than a dog, puppy, cat or kitten that is not a wild animal.

RESTRAINT

Either control by line or leash not more than twelve (12) feet in length or within an enclosed vehicle. Control of any dog, puppy, cat, kitten, or other domestic animal, either on a leash of less than eight (8) feet in length controlled by a person physically able to prevent the animal from running free, or secured by line, enclosed fencing or crate, carrier, kennel or enclosed vehicle.

TETHER

Attaching a dog, puppy, cat or kitten to a stationary object or pulley run by means of a chain, rope, tether, cable, or similar restraint. "Tethering" does not include the use of a leash to walk such animal.

UNCONFINED

Not within a structure, fence or building physically capable of preventing escape by the dog, cat or animal.

VACCINATE

The injection by a veterinarian or an authorized agent of a specified dose of anti-rabies vaccine into the body of a dog, cat or susceptible animal, such vaccine having the U.S. Government license number approval stamped on the label of the vaccine container. Vaccine used for vaccination of the dogs and cats shall be stored and kept under conditions proper for the vaccine and shall show no signs of spoilage or otherwise be unfit for producing immunity against rabies.

VETERINARIAN

Any veterinarian holding a current veterinarian's license. Any individual who is validly and currently licensed to practice veterinary medicine in Missouri as determined by the Missouri Veterinary Medical Board in accordance with the requirements and provisions of Sections 340.200 to 340.298 of the Revised Statutes of Missouri, as amended.

WILD ANIMAL

Any non-human primate (monkey, ape, chimpanzee, gorilla, orangutan and lemur), all felines (other than the domestic house cat), alligator, crocodile,

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caiman, poisonous reptiles, all venomous snakes, any constrictor snake of over eight (8) feet in length, all species of bears, raccoon, fox, skunk, coyote, wolf or any crossbreeds of the above irrespective of its actual state of domesticity, docility or tameness.

SECTION 2. Section 210.060 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.060. Kennel Permit.

It is unlawful for any person to keep or maintain any commercial animal establishment, ~~domestic animal avocation or kennel~~ without first obtaining a valid and subsisting permit thereof, which permit shall not be contrary to any zoning laws.

SECTION 3. Section 210.070 of the Code of Ordinances of the City is hereby repealed in its entirety as follows:

Section 210.070. Facility Licensing Procedure. (Reserved)

- A. ~~— A permit shall be obtained annually from the office of the supervisor of the Animal Control Services prior to January first of any year and the paying of the fee provided in Section 210.090.~~
- B. ~~— Any owner or lessee shall apply not later than thirty (30) days prior to beginning such activity at the office of the supervisor of the Animal Control Services for such facility license.~~
- C. ~~— The supervisor of the Animal Control Services may issue such facility license upon a finding that the establishment has met the following requirements:~~
 - 1. ~~— Zoning Compliance. The applicant for an original commercial animal establishment permit shall present to the supervisor of the Animal Control Services proof that the operation of such commercial animal establishment at the proposed site is not a violation of any City zoning regulations, has a legal non-conforming zoning status or a conditional use permit has been issued for the intended use.~~
 - 2. ~~— The applicant for a domestic animal avocation permit shall first contact all residents of property within seventy-five (75) feet of the applicant's property and petition for their approval. Unless seventy-~~

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five percent (75%) or better of the applicant's neighbors approve the issuance of a permit, such permit shall be denied.

3. ~~Health Inspection. Before a facility permit may be issued, a certificate of inspection from the Animal Control Services must be issued showing that said facility is in compliance with this Code:~~

a. ~~It shall be the duty of the supervisor of the Animal Control Services to make or cause to be made such inspections as may be necessary to insure compliance with this Code.~~

b. ~~The applicant for a domestic animal avocation or commercial animal establishment permit shall admit to the premises for the purpose of making an inspection, any officer, agent or employee of the Animal Control Services at any reasonable time that admission is requested.~~

4. ~~Pending Violations. The applicant for such facility license has no pending violations of the provisions of this Code.~~

D. ~~Any hobby kennel, hobby cattery or commercial animal establishment that is unsanitary, nauseous, foul or offensive or in any way detrimental to the public health and/or safety and not in compliance with this code may be cause for denial or revocation of such permit.~~

E. ~~Any denial by the supervisor of the Animal Control Services to issue the license may be appealed to the Mayor, within ten (10) days of the denial, who shall hear and determine the matter within ten (10) days from appeal.~~

F. ~~Any action by the Mayor may be appealed to the City Council within thirty (30) days by any person, agency or body.~~

SECTION 4. Section 210.080 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.080. Condition Of Facilities

A. ~~Hobby kennels, hobby catteries and~~ Commercial animal establishments shall meet the following conditions:

1. Housing facilities shall be provided the animals and such shall be structurally sound, shall be maintained in good repair and shall be constructed to provide adequate shelter from excessive sunlight, rain, snow, wind or other elements. In addition, such facilities shall

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be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein; to provide drainage to prevent accumulation of water, mud, debris, excreta or other materials and shall be designed to facilitate removal of animal and food wastes. The housing facilities shall be designed so as to protect the animals from injury, shall contain the animals and shall restrict the entrance of other animals.

2. ~~Suitable~~Adequate food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
3. Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Waste disposal facilities shall be maintained in a sanitary condition, free from the infestation or contamination of insects, rodents or disease and from obnoxious or foul odors.
4. Water must be conveniently available for cleaning purposes.
5. Sick animals shall be separated from those appearing healthy and normal. Sick animals shall be removed from display or sale and kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
6. There shall be an employee or owner on duty at all times during hours any store is open whose responsibility shall be the care and welfare of the animals in that shop or department held for sale or display.
7. An employee or owner shall come in to feed, water and do the necessary cleaning of animals and birds on days the store or shop is closed.
8. No person, persons, association, firm or corporation shall knowingly sell a sick or injured dog, cat or other small animal.
9. No person, persons, association, firm or corporation shall misrepresent a dog, cat or other small animal to a customer in any way.

B. Grooming parlors shall meet the following requirements:

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1. Provide such restraining straps for the dog, cat or other small animal while it is being groomed so that such animal shall neither fall or be hanged.
2. Not leave animals unattended before a dryer.
3. Not prescribe or administer treatment or medicine that is the province of a licensed veterinarian.
4. Not put more than one (1) animal in each cage.
5. Provide for the removal and disposal of animal and food wastes, bedding and debris. Disposal facilities shall be maintained in a sanitary condition, free from infestation or contamination of insects or rodents, disease and from obnoxious or foul odors.

SECTION 5. Section 210.090 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.090. Display Of Registration Tags – Fee Schedule.

- A. Registration Tags And Fees. Upon compliance with the requirements of Section 210.040, any dog, cat or other animal susceptible to rabies that is kept within the City must wear a St. Charles County rabies registration tag. Such tags shall be fastened to the animal's collar or harness by the owner. The registration provided by this Section shall be renewed annually in the same manner each year. The Animal Control Officers shall have the power to canvass door-to-door to locate recalcitrant pet owners and warn them to purchase licenses within ten (10) days or be cited into court for violation of this Section.
- B. City Shelter Rates. Any dog, cat or other animal captured or impounded under the provisions of this Code of Ordinances, determined not to be infected with rabies, may be redeemed within the time frame specified in Section 210.080 by the owner or other person having the right of possession of such animal within the time frame specified in Section 210.080 or ~~other person having the right of possession of such animal~~ upon the presentation of proper vaccination certificate and upon the payment of all applicable fees as detailed in Section 150.030, as well as all other expenses incurred by the City impounding in the manner as provided in this Chapter.
- C. ~~Disposition Of Fees. All fees collected under this Section with the exception of fines levied in court shall be used for the purpose of providing animal services within the City.~~

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SECTION 6. Section 210.100 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.100. Adoption Of Animals – Adoption Fees

- A. — If a captured animal has not been reclaimed within the time provided in Section 210.280, the animal may be either adopted, ~~transferred to rescue,~~ or disposed of by euthanasia. The animal may be adopted upon having the animal vaccinated for rabies should the animal be four (4) months of age or older, upon the animal being spayed or neutered, upon the payment of the fee stated in Section 150.030, and upon completion of the adoption process and a written adoption agreement. ~~upon obtaining a license for the animal.~~ In addition, the animal may be chipped upon request and payment of the additional fee stated in Section 150.030.
- B. — ~~Prior to release of an adopted dog, cat, puppy or kitten, the adopter shall enter into a written agreement with the City guaranteeing that sterilization will be performed on the animal by a licensed veterinarian. The sterilization agreement shall contain the following information:~~
1. — ~~The date of the agreement;~~
 2. — ~~The name, address and signature of the City and the adopter;~~
 3. — ~~A description of the animal to be adopted;~~
 4. — ~~A statement printed in conspicuous bold print that sterilization of the animal is required pursuant to Sections 273.400 through 273.405, RSMo.;~~
 5. — ~~A sterilization completion date which shall be either:~~
 - a. — ~~The thirtieth (30th) day after the date of adoption in the case of an adult animal;~~
 - b. — ~~The thirtieth (30th) day after a specified date estimated to be the date an adopted infant female or male puppy or kitten becomes six (6) months of age; or~~
 - c. — ~~If the City has a written policy recommending sterilization of certain infant animals at an earlier date, the thirtieth (30th) day after the date contained in the written policy.~~

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~~6. A statement that the title, possession and control of the animal is given to the adopter so long as the adopter complies with the terms and conditions of the agreement.~~

~~C. An adopter that signs a sterilization agreement shall have the adopted animal sterilized on or before the sterilization date stated in the agreement. If the sterilization completion date stated in the agreement falls on a Saturday, Sunday or legal holiday, the deadline may be extended to the first day that is not a Saturday, Sunday or legal holiday. The City may extend the deadline for thirty (30) days on the presentation of a letter or telephone report from a licensed veterinarian stating that the life or health of the adopted animal may be jeopardized by sterilization. There shall be no limit to the number of extensions that be granted for this reason.~~

~~D. Exceptions to the sterilization requirements of this Section shall not apply to a dog or cat that is claimed from the City by a person who already owns the animal.~~

~~E. The requirements of this Section shall not apply to canines of a breed regularly used for lawful hunting or livestock production or management, as specified by State rules, to be used in the practice of livestock production or management or the practice of lawful hunting. The adopter may sign a statement that the adopter is going to use the canine for such purposes in lieu of the sterilization agreement.~~

SECTION 7. Section 210.110 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.110. Beekeeping.

A. It shall be unlawful for any person or combination of persons to keep, maintain or permit upon any one (1) parcel of property within the City more than five (5) hives of any common honeybee, *Apis mellifera* or other bees kept for the production of honey or wax or to maintain an apiary. The keeping of bees shall be limited to the parcel of property upon which the owner of the bees resides.

B. Bees may be kept in a residentially zoned district under the following conditions:

1. A minimum lot size of ten thousand (10,000) square feet.

2. The hive(s) location shall not be visible where possible, and behind a sight-proof fence, which is six (6) feet in height; a fresh water

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supply shall be located within five (5) feet of the hive.

3. An apiary of one (1) or more hives shall be located at least twenty (20) feet from the property line or public right-of-way, with the hive opening directed towards the most distant property line.

C. It shall be unlawful for any person to keep, maintain, or permit upon any commercial or industrial property within the City any common honeybee, Apis mellifera or other bees kept for the production of honey or wax or to maintain an apiary.

SECTION 8. Section 210.120 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.120. Confining Animals To Motor Vehicles Prohibited.

- A. No animal shall be confined within or on a motor vehicle at any location under such conditions as may endanger the health or well-being of the animal, including, but not limited to, extreme hot or cold temperature, lack of adequate food or adequate water, unattended or confinement with a dangerous animal.
- B. Any Animal Control Officer is authorized to remove any animal from a motor vehicle at any location when the officer reasonably believes it is confined in violation of this Section. Any animal so removed shall be delivered to the City Animal Control Shelter after the removing officer leaves written notice in a conspicuous, secure location or within the vehicle of such removal and delivery, including the officer's name.
- C. No Animal Control Officer shall be held criminally or civilly liable for action pursuant to this Section provided the officer acts in good faith, on probable cause and without malice.
- D. A violation of this Section shall result in the issuance of a citation which shall be in addition to a citation for a violation of Section 210.150, for animal neglect or abandonment; and, any penalty imposed for such violations under Section 100.150 of this Code shall be in addition to the payment of any and all fees incurred for the medical care and/or the care and maintenance of said animal(s).

SECTION 9. Section 210.130 of the Code of Ordinances of the City is hereby amended as follows:

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Section 210.130. Finders Of Lost Domestic Animals ~~Dogs~~ – Responsibility To Report

- A. Any person who finds and harbors a domestic animal within the limits of the City of St. Charles ~~dog~~ without knowing the identity of the animal's ~~dog~~ owner's identity shall notify the Animal Control Officer and furnish a description of the animal ~~dog~~. The finder may surrender the animal to the Animal Control Officer or retain the animal in the finder's possession subject to surrender upon demand of the Animal Control Officer.
- B. Records of reported findings shall be retained by the Animal Control Officer and made available for public inspection.

SECTION 10. Section 210.150 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.150. Animal Neglect Or Abandonment.

- A. A person is guilty of animal neglect when he/she has custody or ownership or both of an animal and fails to provide adequate care, adequate food, adequate water, adequate shelter, adequate living conditions, or adequate control which creates an unreasonable risk of injury to the animal or results in substantial harm to the animal, including but not limited to the following:-
 - 1. When a person leaves an animal outside and unattended in the case of severe weather conditions, or when a heat advisory or cold advisory has been issued by a local or State authority or jurisdiction, or where temperatures and/or heat and cold indices fall below thirty-two degrees Fahrenheit (32°F.) or above eighty-five degrees Fahrenheit (85°F).
 - 2. When a person fails to move all cats, dogs, and small domestic animals indoors or to an area that provides adequate heat and adequate shelter from the weather and outdoor temperatures have reached freezing levels.
 - 3. When a person leaves an animal inside where temperatures and/or heat and cold indices fall below thirty-two degrees Fahrenheit (32° F.) or above eighty-five degrees Fahrenheit (85° F.), including, but not limited to, confinement in vehicles, garages and basements.
 - 4. When a person fails to provide an animal with access to clean, unfrozen water in a tip-proof bowl and an appropriate shelter at all times and nutritious food at least twice a day.
 - 5. When a person fails to regularly clean all areas where animals are kept resulting in fecal matter not being disposed of, which may attract insects or rodents and become unsightly or cause objectionable odor.

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6. When a person confines animals to outside pens having less than one hundred fifty (150) square feet of open space for each animal housed.
 7. When a person muzzles an animal while on a tether or chain. "Tether" does not include the use of a leash to walk an animal.
 8. When a person possesses an animal that is known to, or suspected to, have an untended injury, accidental or deliberate, or to exhibit any signs of disease, shock, temperature fluctuations, tremors, swelling, open wounds, inability to eat, blistering or abnormal bleeding, partial paralysis, discharging blood or mucus, or otherwise any condition causing discomfort and fails to provide the animal with adequate and proper medical care.
- B. A person is guilty of animal neglect when he/she has custody or ownership or both of an animal and fails to adequately control the animal resulting in it running loose on more than one occasion that becomes habitual.
- C. A person is guilty of animal abandonment when the owner or keeper:
1. Leaves an animal without demonstrated or apparent intent to recover or to resume custody.
 2. Has knowingly abandoned an animal in any place without making provisions for its adequate care.
 3. Brings the animal to the municipal animal shelter under false pretenses.
 4. Leaves an animal for more than twelve (12) hours without providing adequate food, adequate water, or adequate shelter for the duration of the absence.
 5. Turns out or releases an animal for the purpose of causing it to be impounded.
- D. An Animal Control Officer may remove an animal that is living in conditions that do not meet standards for adequate shelter and adequate care. If modifications to the shelter or living area do not meet adequate standards within five (5) business days, that animal may be seized and disposed of as these ordinances permit.
- ~~B. A person is guilty of animal abandonment when he/she has knowingly abandoned an animal in any place without making provisions for its adequate care.~~
- ~~E.C. Animal neglect or animal abandonment are ordinance violations. For a first offense of either violation, a term of imprisonment not to exceed fifteen (15) days, or a fine not to exceed the amount set forth in Section 150.030, five hundred dollars (\$500.00), or both such fine and imprisonment may be imposed. For a second or~~

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subsequent violation of either offense, a term of imprisonment not to exceed ninety (90) days, or a fine not to exceed the amount set forth in Section 150.030, five hundred dollars (\$500.00), or both such fine and imprisonment may be imposed. All fines and penalties for a first conviction of animal neglect or animal abandonment may be waived by the court provided that the person found guilty of animal neglect or abandonment shows that adequate, permanent remedies for the neglect or abandonment have been made. Reasonable costs incurred for the care and maintenance of neglected or abandoned animals may not be waived.

F.D. In addition to any other penalty imposed by this Section, the court may order a person found guilty of animal neglect or animal abandonment to pay all reasonable costs and expenses necessary for:

1. The care and maintenance of neglected or abandoned animals within the person's custody or ownership;
2. The disposal of any dead or diseased animals within the person's custody or ownership;
3. The reduction of resulting organic debris affecting the immediate area of the neglect or abandonment; and
4. The avoidance or minimization of any public health risks created by the neglect or abandonment of the animals.

SECTION 11. Section 210.170 of the Code of Ordinances of the City is hereby repealed in its entirety as follows:

Section 210.170. Abandonment Of Animals. (Reserved)

~~A. It shall be unlawful for any owner or keeper to abandon any animal.~~

~~B. Definition. For the purpose of this Section, to "abandon" means:~~

- ~~1. For the owner or keeper to leave an animal without demonstrated or apparent intent to recover or to resume custody.~~
- ~~2. To leave an animal for more than twelve (12) hours without providing adequate food, water and shelter for the duration of the absence.~~
- ~~3. To turn out or release an animal for the purpose of causing it to be impounded.~~

SECTION 12. Section 210.180 of the Code of Ordinances of the City is hereby amended as follows:

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Section 210.180. Animals Running At Large – Confinement Of Dogs And Cats.

- A. All female dogs and cats shall be securely confined in an enclosed place while in heat. If impounded while in heat, the animal may be held during the heat cycle unless the owner shows proof of adequate control or correction of what resulted in the animal running at large.
- B. It shall be unlawful for any person owning, controlling, possessing or having the management or care, in whole or in part, of any dog, cat, other animal or fowl, whether licensed or not, to fail to keep the dog, cat, other animal or fowl on the premises of the owner or custodian thereof. Dogs shall be retained by a fence or a ~~chain-tether~~ of at least ten (10) feet in length, provided the tether does not allow a dog access to the public right of way, and unless being off the premises they are securely restrained in a reasonable manner or led by a line or leash of a length of no more than ~~six~~ ~~(6)~~ eight (8) feet.
- ~~C.~~ Any dog, cat or ferret which is apprehended running at large or who has bitten a human being or animal shall be permanently identified by the implantation of an encoded, inert chip or like device which contains a unique identifier capable of providing a permanent record of the identity of the animal. Such device shall be implanted prior to the release of the animal from impoundment.
- ~~D.C.~~ Unlawful Activities.
1. It shall be unlawful for an owner to locate the kennel or shelter for any dog kept outdoors closer than fifteen (15) feet to any property line whenever this would cause distress, discomfort or injury to reasonable persons of normal and ordinary sensibilities or endanger the comfort, repose, health or peace of residents in the area.
 2. Furthermore, it shall be unlawful for an owner who confines any dog solely by means of an electronic fence to locate such fence within twenty-five (25) feet of a public right-of-way, such as a street or sidewalk, where such right-of-way abuts a front, rear or side yard as defined in Section 400.050.
 3. An owner who confines any dog solely by means of an electronic fence shall not permit the dog to cross the electronic fence. ~~An owner whose dog is found to have violated this paragraph on more than two (2) occurrences shall be deemed a dog of a vicious nature~~

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~~and shall be subject to Section 210.190(B)(3) and shall be further deemed a nuisance.~~

4. It shall be unlawful for any owner or anyone having care, custody, or control of any animal to:
 - a. Confine an animal in an outdoor pen or enclosure without adequate space so as to provide the animal with free movement or exercise.
 - b. Leave an animal tethered outdoors for ten (10) consecutive hours in a twenty-four (24) hour period.
 - c. Tether an animal except by means of:
 - I. A properly fitting harness or collar.
 - II. A tether in proportion to the size of the animal so that its weight and construction do not burden or encumber the animal's movement but not allow breakage. The tether must be at least ten (10) feet in length with a swivel at both ends. If a trolley system is used the trolley cable must be at a safe height from the ground.
 - d. Tether an animal in such a manner that the animal cannot access adequate shelter while tethered.
 - e. Tether an animal in conditions where the animal or tether can become entangled causing a hazard for injury or death, or where the tether can restrict the animal's access to adequate shelter, adequate food, or adequate water.
 - f. Tether an animal outdoors in a manner that does not allow the animal to defecate or urinate in an area separate from the area where it must eat, drink or lie down.
 - g. Expose an animal to any weather conditions that cause immediate or imminent threat to the animal's physical well-being.
 - h. Tether an animal in an area where it stays wet or muddy for more than twenty-four (24) hours after the cessation of a period of rain.

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j. Leave an animal tethered outside in a residentially zoned area between the hours of 10:00 P.M. and 6:00 A.M., except temporarily tethering outdoors for a time period not exceeding fifteen (15) minutes for the purpose of urination / defecation.

D. The provisions or prohibitions of Subsection (B) of this Section shall not apply to bloodhounds or other dogs used for tracking in conjunction with Police activities or to dogs of the Canine Corps of Police force of any municipality, any County law enforcement agency, Highway Patrol, any Federal law enforcement agency or any branch of the Armed Forces of the United States while being used to conduct official business or while being used for official purposes.

E. The penalties for violation of this Section are set forth in Section 210.190~~(F)~~.

SECTION 13. Section 210.185 of the Code of Ordinances of the City is hereby enacted to read as follows:

Section 210.185. Declaration of Animals Habitually Running At Large.

A. The Director of the Community Development Department (“Department Director”) or designee may, after reviewing all the circumstances surrounding the apprehension of an animal found running at large for the third time or more, off the premises of the owner, custodian, or anyone having care, custody or control of that animal, determine that the animal is abandoned and declare the animal available to the public for adoption.

B. If the animal is so declared, the owner shall be notified by registered or certified mail, return receipt requested, or by personal delivery, and unless an appeal is filed by the owner with the Community Development Department (“Department”) within five (5) business days, the animal shall be made available for adoption.

C. Upon timely receipt of the written request submitted by the owner for a hearing to contest the issue of habitually being at large the Department Director or designee shall schedule a hearing at which all interested parties may be heard, concerning whether the animal is habitually left at large. After all parties have been heard, the Department Director shall make the final determinations as to whether an animal is habitually at large. A determination that the animal is habitually at large shall be made in all cases in which the animal is habitually running at large off the property of the owner, custodian, or anyone having care, custody, or control of the animal.

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The Department Director's determination and decision is final for all purposes, and there shall be no further administrative relief.

D. In the case of any animal declared habitually at large where the Department Director upheld that determination, the animal may be adopted, or, if the animal is sick or not suitable adoption, may be euthanized all allowed by ordinance.

E. This Section shall not apply to any dog or cat known to be feral.

F. This Section shall not apply to any dog maintained by any governmental law enforcement agency so long as it is maintained and utilized for law enforcement purposes.

SECTION 14. Section 210.190 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.190. Vicious Dogs.

A. No person shall allow a dog to chase, attack, bite, damage or injure any person, dog or other animal.

B. Vicious Dogs — Generally.

1. A dog having a vicious nature or temperament is a dog which has exhibited a tendency to chase, attack, bite, damage or injure any person, dog or other animal.

2. Any dog having a vicious nature or temperament shall be confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of children and designed to prevent the dog from escaping. The pen or structure shall have secure sides of sufficient height and a secure top attached to the sides to prevent escape; shall have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than four (4) feet. The pen shall be locked with a key or combination lock when a dog is within the structure. Such pen shall also provide protection from the elements for the dog. Any such pen must comply with all applicable zoning and building regulations. A notice shall be posted in a manner conspicuously visible to the public at each entrance to the premises where the enclosure is located and on each side of the enclosure, reading in letters not less than four (4) inches high: "Dangerous Dog — Beware." In addition, each such notice

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shall conspicuously display a warning symbol that informs children of the presence of the dog.

3. No dog having a vicious nature shall be confined by means of a buried electric fence.
 4. It is unlawful to permit or allow a vicious dog to be outside the proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash not longer than four (4) feet and under the restraint of a person not less than seventeen (17) years of age. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal. Such dogs shall not be tethered or leashed to inanimate objects such as trees, posts or buildings.
 5. The owner or possessor of any dog having a vicious nature shall at all times have proof of a surety bond or policy of liability insurance in the amount and form set forth below:
 - a. A surety bond issued by a surety insurer qualified to do business in the State of Missouri in a form acceptable to the City in the sum of at least one hundred thousand dollars (\$100,000.00), payable to any person injured by the dog; or
 - b. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified to do business in the State of Missouri in the amount of at least one hundred thousand dollars (\$100,000.00), insuring the owner for any personal injuries inflicted by the dog. The surety bond or insurance policy shall provide that no cancellation of the policy will be made unless (10) ten days' written notice is first given to the City. The owner or possessor shall maintain an effective and unexpired surety bond or insurance policy with the coverage and in the amounts specified in this Section at all times.
 6. The owner or possessor of any dog having a vicious nature shall provide the City with the name and address of the owner or possessor of the dog, the address of the location where the dog is kept and color photograph of a size not less than three (3) inches by four (4) inches of the dog.
- C. If a dog having a vicious nature or temperament is found running at large, it shall be seized and impounded for a determination by the Director of the

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Community Development Department (“Department Director”) Municipal Judge as to its proper disposition.

- D. If a dog having a vicious nature or temperament chases, attacks, bites, damages or injures any person, dog or other animal, it may be seized and impounded for a determination by the Department Director Municipal Judge as to its proper disposition.
- E. Warrant May Be Issued — When.
1. The Judge of the Municipal Court, upon application of the City Attorney or Assistant City Attorney and upon a showing that there is probable cause to believe that a violation of this Section exists and that there is probable cause to believe that the dog involved in that violation may be found at a specified location, may issue a search and seizure warrant. The warrant shall specify the dog to be seized and shall specify the location of the dog to be seized. The warrant ~~shall be served only between the hours of 8:00 A.M. and 5:00 P.M.~~ and shall be served only by an Animal Control Officer in the company of a uniformed Police Officer of the Police Department. The procedures for issuance of a warrant in Section 135.100 of the Code of Ordinances shall apply.
 2. The Judge of the Municipal Court shall upon issuance of a search and seizure warrant under this Section order Animal Control Officers to use reasonable care to care for and maintain the dog seized pursuant to the authority granted by this Section until the Department Director or designee judge has ordered other disposition of the dog.
- F. ~~Upon at least fifteen (15) days' written notice to the owner, the judge of the Municipal Court shall conduct a hearing to determine the proper disposition of the dog. If both the City and the owner agree, the hearing may be held on less than fifteen (15) days' notice.~~
- G. ~~After conducting the hearing, the judge of the Municipal Court may determine the appropriate disposition of the dog which is necessary for the public safety and welfare, including, but not limited to, ordering its destruction or removal from the City. If the judge orders the dog destroyed, Animal Control Officers shall execute the order of the court the next business day.~~

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F. If the Department Director declares that a dog that has bitten a human being or a domestic animal is vicious, the Department Director shall dispose of the dog as follows:

1. If the Department Director finds that the dog made a fatal attack or bite upon a human being at a Level 6 on the Dunbar Scale, the Department Director shall cause the dog to be humanely euthanized.

2. The Department Director has discretion to dispose of all other dogs declared to be vicious either by causing them to be properly rehomed, humanely euthanized or returned to the animal's owner subject to restrictions as provided in the Subsection (B) of this Section, after giving to the dog's owner notice of the declaration and the intended disposition of such dog, and an opportunity to be heard.

a. Notice of declaration of vicious dog and of disposition. Immediately upon determining that a dog is vicious, and at least ten (10) days prior to any humane euthanasia of any such dog, the Community Development Department ("Department") shall notify the dog's owner, if known, of the declaration and of any scheduled euthanasia. The notice shall state the owner's right to request a hearing before the Department Director of any determination made by the Department Director by submitting a written request for hearing to the Department within five (5) days of receiving the aforesaid notice.

b. Hearing. Upon timely receipt of the written request submitted pursuant to Subsection 210.190(F)(2)(a), above, the Department Director or designee shall schedule a hearing at which all interested parties may be heard, including the owner, individuals possessing knowledge of the characteristics of the dog in question, and any other individuals who may come into contact with the dog if it is not destroyed. After all parties have been heard, the Department Director shall make the final determinations as to whether a dog is a vicious dog and what its disposition shall be under the provisions of this Chapter. The Department Director's determination and decision is final for all purposes, and there shall be no further administrative relief available.

G. Should the Department Director receive from any court of competent jurisdiction a stay of an order of euthanasia on a dog, the dog shall remain

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impounded in the animal control facility until the court has issued its final order.

- H. The remedies in this Section are in addition to the fines and penalties prescribed in Subsection (J), below, upon the issuance of a citation for a violation of this Section, and do not preclude any other remedies available to the City.
- I. The provisions of this Section shall not apply to dogs of the Canine Corps of the Police force of any municipality, any County law enforcement agency, Highway Patrol, any Federal law enforcement agency or any branch of the Armed Forces of the United States while being used to conduct official business or while being used for official purposes.
- J. Violation And Penalty.
 - 1. Each violation of the provisions of this Section shall constitute a separate offense.
 - 2. Any person who shall violate this Section shall be subject to:
 - a. For the first violation, imprisonment for not more than ninety (90) days or a fine of not less than one hundred dollars (\$100.00) or a combination of such fine and imprisonment or both;
 - b. For a second violation, imprisonment for not more than ninety (90) days or a fine of not less than two hundred dollars (\$200.00) or a combination of such fine and imprisonment or both; and
 - c. For any third or successive violation, imprisonment for not more than ninety (90) days or a fine not less than five hundred dollars (\$500.00) or a combination of such fine and imprisonment or both.
 - 3. In addition, the Municipal Ceourt may, as a condition of any probation granted to a person found guilty of violation of this Section, order the person to make restitution to any person who has been damaged by the dog.

SECTION 15. Section 210.195 of the Code of Ordinances of the City is hereby enacted to read as follows:

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Section 210.195. Procedures And Requirements For Declaring Dogs To Be Dangerous Or Vicious.

- A. Whenever the staff of the Community Development Department (the “Department”) learns that a dog has bitten a human being or another domestic animal, the Department shall record the incident and conduct an investigation of the bite. Such investigation, shall include, but is not limited to, whether the Department has records of prior incidents in which the dog in question has bitten human beings or domestic animals; the facts and circumstances surrounding the bite, including witness statements, photographs and/or other relevant evidence; whether a human being or domestic animal had been injured and required medical care from a physician or veterinarian; and the severity of such injuries. The Department shall record information that the dog in question has bitten human beings or domestic animals in other cities or counties when that information is received in writing from the individual(s) responsible for animal control in that city or county.
- B. Following the investigation, the Department shall provide the complete investigation file to the Department Director or Director’s designee. The Director or Director’s designee shall review the investigation file and the Director shall make a determination as to whether the dog should be declared dangerous or vicious, in accordance with this Section 210.195.
- C. The Department Director shall declare a dog vicious under Section 210.190(F) when:
1. Evidence shows the bite to a human is a Level 3 or higher on the Dunbar Scale; or
 2. Evidence shows a bite to a human is less than a Level 3 on a Dunbar Scale, and one (1) or more of the factors set forth in subsection (D) of this Section is present; or
 3. Evidence shows that a dog that did not bite engaged in behavior that contributed to a bite, i.e., packing, and the behavior when considered on its own placed a human in reasonable fear of their life.
- D. In addition to the grounds set forth in subsection (C) of this Section, the Department Director may declare a dog vicious upon consideration of the following factors. The Department Director may consider any or all of the following factors when making a determination regarding the declaration of a vicious dog and its disposition:

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1. Whether the dog has killed a domestic animal, livestock or poultry;
 2. Whether the dog's owner maintains the dog to promote its aggressive tendencies or responses, or owns or harbors the dog primarily or in part for the purpose of dogfighting, or has trained the dog for dogfighting;
 3. Whether the dog has bitten a human being or domestic animal off the premises of the dog's owner;
 4. Whether the dog has a known propensity, tendency or disposition to make unprovoked attacks, to cause injury, or to otherwise threaten the safety of human beings or domestic animals such as habitually snapping, charging, growling, or otherwise manifesting a disposition to bite, attack or injure if afforded the opportunity;
 5. Whether the dog can be effectively trained or retrained to change its temperament or behavior;
 6. Whether the owner has the capacity, willingness, and ability to protect the public safety in the future;
 7. Whether the dog has had prior recorded incidents of biting humans or domesticated animals; and
 8. Whether the dog has been previously declared dangerous by another governmental entity, when that declaration is received, in writing, from the governmental entity.
- E. A dog may be declared vicious because of its prior acts even after its owner has removed it from the City. Such a dog may not be returned to the City.
- F. If the Department Director or Director's designee receives a report that a dog has chased or approached a human being or domestic animal while at large and off the premises of the dog's owner and confronted that person in a menacing fashion or apparent attitude of attack, regardless of whether the human being or domestic animal is injured by the dog, the Department Director or Director's designee shall record the incident in the Department's records, and the Department Director may take that incident into account in determining whether the dog is a vicious dog should there be any subsequent bite of a human or domestic animal. The Department Director or Director's designee may record into the Department's records information that a dog has chased or menaced a human being in another city or county, when that information is received in writing from the

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individual(s) responsible for animal control in that city or county, and the Department Director may consider such information in determining whether the dog is a dangerous or vicious dog should there be any subsequent bite of a human being or domestic animal.

G. This Section shall not apply to any dog maintained by any governmental law enforcement agency so long as it is maintained and utilized for law enforcement purposes.

H. Dogs shall not be declared dangerous or vicious if the bite was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner of the dog, or was tormenting, abusing or assaulting the dog, or has, in the past, been observed or reported to have tormented, abused or assaulted the dog or was committing or attempting to commit a crime.

SECTION 16. Section 210.200 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.200. Habitually Barking Or Threatening Dogs – Loud Animal Noises Prohibited.

A. Habitually Barking Or Threatening Dogs. No owner shall own, keep or harbor upon his/her premises any dog that by frequent and habitual barking, yelping or howling or by immediate threat of attacking or biting causes fear or annoyance to the person or persons living in the immediate area or to persons passing upon the streets and sidewalks.

B. For the purposes of this Section "habitually barking dog" means a dog that barks, bays, cries, howls, or makes any noise for an extended period of time to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property. An "extended period of time" means incessant noise for thirty (30) minutes or more in any twenty-four-hour period, or intermittent noise for sixty (60) minutes or more in any twenty-four-hour period. A dog shall not be deemed a "habitually barking dog" for purposes of this Section if the dog is barking due to a brief disturbance on or near private property on which the dog is situated, due to a person trespassing or threatening to trespass upon private property where the dog is situated, or due to the dog being teased or provoked.

C.B. Loud Animal Noises Prohibited. It shall be unlawful for any person to cause to be made or continued any loud, unnecessary or unusual noise by the keeping of any animal, bird or fowl, which by causing frequent or long

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continued noise shall disturb the comfort or repose of any person in the vicinity.

SECTION 17. Section 210.210 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.210. Limited Number Of Animals Allowed At Residence – Exceptions.

- A. It shall be unlawful and a public nuisance for any person in charge of a residence to keep or allow to be kept more than ~~two (2) dogs~~ three (3) dogs, ~~or four (4) cats,~~ three (3) cats, ~~or any combination of such animals exceeding four (4) in number, over the age of six (6) months at such residence unless the residence or all of the dogs and cats kept there are within one (1) or more of the following exceptions:~~ and four (4) pocket pet units at any given time over the age of (4) months at such residence unless the residence and all the animals kept there are within the following exceptions:
1. The residence is licensed as a commercial animal establishment.
 2. The residence is zoned agricultural pursuant to the zoning regulations of the City.
 3. A litter of puppies or a litter of kittens are exempted from the animal limit calculation until the animals reach the age of four (4) months. Only one (1) litter of either puppies or kittens is exempted from the animal limit calculation at any time. Any additional litters shall constitute one (1) unit.
 3. ~~All of the dogs and cats kept at the residence are licensed as required under the applicable provisions of this Code of Ordinances of the City and the person in charge of the residence, upon request of any Animal Control Officer or Police Officer, presents for inspection certificates of registry for all such animals showing continuous license for all animals existing from a date preceding the passage of this Chapter.~~
 4. ~~Any individual having a current domestic animal avocation permit shall not permit a total combination of dogs and cats in excess of six (6) animals upon such premises. Individuals having an approved avocation permit issued prior to December 31, 2025, shall be approved to keep ownership of animals listed on an avocation permit at time of submission.~~

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- B. Furthermore, no residential structure or lot shall house or contain more than four (4) pocket pet units as hereinafter defined. Five (5) chinchillas, altered rabbits, guinea pigs, hamsters, mice or other rodent-related mammals over the age of three (3) months, or any combination thereof, shall constitute one (1) pet unit. Five (5) domesticated reptiles that abide by the limitations for the definition of wild animal in this chapter shall constitute as one (1) pet unit. Any five (5) birds that are normally housed in pairs or multiples such as cockatiel, parrotlet, parakeets, lovebirds, finches, or canaries will constitute one (1) pet unit. Any one (1) bird that is generally housed singular such as cockatoos, macaws, conures, quakers, ringneck, African grey, eclectus shall constitute one (1) pet unit. Fowl shall not apply to this section and should see Section 400.400 of this Code.
- C. In addition to the permitted pet units, a residential structure or lot may contain two (2) additional pet units that are being fostered. To be recognized as a fostered pet unit, the animal must be obtained from an animal shelter or licensed rescue registered by the Missouri Department of Agriculture through the Animal Care Facilities Act.
- D.B. When animals in excess of the limit established in this Section are found at a residence, all of the animals found at the residence may be removed to the City Dog Pound (i.e., Animal Shelter) and handled as stray animals, except that the person in charge of the residence present, may designate and retain up to four (4) licensed animals.
- E. When animals in excess of the limit established in this Section are found at a residence, the owner may opt to surrender the excess animals to the City Animal Shelter to be processed for adoption, rescue transfer or euthanasia as deemed necessary.
- F. If the owner is not in violation of any other Sections of this Chapter 210, the animal control officer may allow the owner to privately rehome the excess animals within thirty (30) days.

SECTION 18. Section 210.220 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.220. Sale Of Baby Fowl And Rabbits Restricted.

- A. Sale Of Baby Fowl Restricted.
1. No person shall sell, give or award or offer for sale, gift or award eleven (11) or less of any fowl under one (1) month of age.

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2. The term "fowl," as used herein, shall include chickens, ducks, guinea fowl, turkeys and geese.
- B. Sale Of Baby Rabbits Restricted. No person shall sell, give or award or offer for sale, gift or award any live rabbit less than eight (8) ~~six (6)~~ weeks of age unless such sale, gift or award shall include the sale, gift or award of the dam (i.e., the female parent of the rabbit).
 - C. It shall be unlawful for puppies and kittens to be sold, gifted, rehomed, or awarded under the age of eight (8) weeks unless the mother is sold, gifted, rehomed, or awarded with the young.

SECTION 19. Section 210.255 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.255. ~~Assault On A Police Animal.~~ Feeding Of Wild Animals.

~~A person commits the offense of assault on a police animal when such person knowingly attempts to kill or disable or knowingly causes or attempts to cause serious physical injury to a police animal when that animal is involved in law enforcement investigation, apprehension, tracking, or search, or the animal is in the custody of or under the control of a Law Enforcement Officer, Department of Corrections Officer, Municipal Police Department, Fire Department or a rescue unit or agency.~~

A. It is declared that the intentional feeding of wild animals within the jurisdictional limits of the City constitutes a nuisance to the community and that continued feeding increases the likelihood of damage to person, property, and animals, and may contribute to the spread of disease.

B. Prohibitions.

1. No person shall knowingly or intentionally feed, or in any manner provide food to any wild animal within the City limits.

2. No person shall leave, store or maintain any food source easily available to wildlife in any manner, area or location within the City which results in the attraction of wildlife or the accumulation of refuse, debris, fecal matter and other polluting or offensive substances or creates traffic hazards, property damage or a nuisance and annoyance of other persons. A property owner or person in lawful possession or control of the property shall immediately remove any materials placed on the property in violation of this section and abate any nuisance or source of pollution associated therewith.

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C. Exceptions. The feeding of wild animals shall be allowed under the following circumstances:

1. The feeding of songbirds and other backyard birds in a residential district so long as the following conditions are met:

a. The feeding does not create an unreasonable disturbance with person, property, or wildlife;

b. Any feed or material is placed in a bird feeder; and

c. Bird feeders are placed where other wild animals are unable to eat from or so that the bird feeder does not become an attractant for other wild animals.

2. The feeding or baiting of wild animals by an Animal Control Officer, State wildlife officer, or City Parks official, licensed pest control individual and/or entity, or licensed veterinary professional for purposes of the capture or extermination of a wild animal.

SECTION 20. Section 210.270 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.270. Right Of Entry.

A. It shall be unlawful for any person to conceal an animal or interfere with the Animal Control Officer, the veterinarian or persons designated by the officer or such other persons who may be designated by the City Council in the performance of their legal duties as provided in this Chapter. The Animal Control Officer or persons designated by the officer or such other persons who may be designated by the City Council shall have the right to enter onto any lots or lands for the purpose of collecting any dog, cat or other animal which is on such lot or land in violation of this Chapter and whose presence on such lot or land constitutes a violation of any of the provisions of this Chapter. The Animal Control Officer or a duly appointed representative or any other person or persons so designated by the City shall have the powers of arrest necessary to enforce the provisions under this Chapter. The Animal Control Officer or persons designated by the officer or such other persons who may be designated by the City Council shall have the right to enter into a dwelling or building for the purpose of investigating and/or collecting any dog, cat or other animal contained therein which shows obvious signs of being rabid.

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B. The entry onto any lot or land, or into any dwelling or building, pursuant to this Section shall be subject to the prior issuance of a warrant in accordance with Section 135.100 and Section 210.190(E), unless there is an exception to the warrant requirement.

SECTION 21. Section 210.280 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.280. Impoundment Procedures.

A. The Animal Control Officer or other persons designated by the officer or such other persons who may be designated by the City Council shall have the power to catch, confine and impound dogs, cats and other animals as follows:

1. Dogs, cats and other animals wearing an expired or invalid St. Charles County rabies registration tag;
2. Dogs, cats and other animals not wearing a St. Charles County rabies registration tag;
3. All female dogs and cats not securely confined in an enclosed place while in heat;
4. All dogs, puppies, cats, kittens or other animals which are at large;
5. All dogs, cats and other animals infected or suspected of being infected with rabies and all dogs, cats and other animals exposed to or suspected by the officer to be exposed to or infected with rabies, including dogs, cats and other animals known to have been bitten by a rabid animal, whether the dog, cat or other animal to be impounded is running at large or on a leash or whether it is confined to its owner's premises;
6. Dogs, cats and other animals susceptible to rabies not vaccinated for rabies with a vaccine approved by the National Association of State Public Health Veterinarians and used within the preceding time period approved by the National Association of Public Health Veterinarians as the duration of effective protection against rabies which that vaccine gives;
7. Dogs, cats or other animals which have bitten a person or animal, which have been bitten by a dog, cat or other animal suspected of

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having rabies, which are suspected of having rabies or have been exposed to rabies;

8. All animals for which there is no owner or competent person apparently responsible who can provide adequate care;

9. Any animal in imminent danger of death or in pain or suffering and the issues causing the imminent danger of death or pain and suffering is not being addressed by the owner or custodian of the animal;

10. Any animal that requires adequate care and the owner or anyone having care, custody or control has failed to provide such care after being notified by an animal control officer or law enforcement official;

11. Any animal in a residence or on a property that has been found unfit for habitation;

12. Any animal in a residence or on the property where the owners or occupants have been evicted by a law enforcement agency;

13. Any animal in a residence or on the property where law enforcement has taken into custody the owner or occupant, provided that there is no other owner or competent person present who can take custody of the animal and provide adequate care;

14. Any animals in excess of the limited number of animals as described in Section 210.210;

~~15.8.~~ No dogs, cats or other animals shall be exempted from the provisions of Subsection (A)(3), (4), (5) or (7) above by virtue of vaccination, tags or a vaccination-registration certificate.

B. Dogs, cats or other animals impounded in accordance with this Chapter shall be impounded in an impounding facility as designated by the City Council.

C. If an impounded animal bears registration tags, microchip or another form of identification, and is not diseased or disabled beyond reasonable recovery, the holding facility staff shall, within forty-eight (48) hours of impoundment, make reasonable efforts to notify the owner, if known, of the impoundment by mail, telephone, and electronic mail. The written notice shall include information concerning the reason for the impoundment; the

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location where the impounded animal is kept; and how the person responsible may contact the impoundment facility and the Department Director or designee for directions on reclaiming the animal. When written notification is mailed through the postal office, the hold period should be extended for five (5) additional days from the date of the letter.

- D. If an impounded animal does not bear registration tags, microchip or another form identification of ownership, and is not diseased or disabled beyond reasonable recovery, that animal shall be held for five (5) consecutive business days. If unclaimed by its owner after five (5) days, that animal may be placed for adoption, transferred to rescue or humanely destroyed, but no animal shall be placed for adoption if it is rabid, is suspected of being rabid, or has been exposed to rabies within the past thirty (30) days.
- E. If an animal is impounded as protective custody, and is not diseased or disabled beyond reasonable recovery, the animal may be held for five (5) days to allow owner the opportunity to reclaim the animal. Fees shall not accumulate for the first forty-eight (48) hours. Owners of protective custody animals may opt for surrender for adoption, rescue or euthanasia at any time during the five (5) day period. Owners are responsible for all fees accumulated for the care of the animal while in custody of the animal shelter.
- F. If the Department Director or designee is of the opinion that such release will not impair the safety of the public or the animal, the animal will be returned to a person responsible who makes such a request upon payment of necessary fees.
- C. ~~Any animal bearing identification of ownership shall be held for five (5) business days from time of impoundment; the Animal Control Officer shall make reasonable effort within twenty-four (24) hours of impoundment by telephone to give notice of the impoundment to the owner and if unsuccessful, shall mail written notice by certified mail within forty-eight (48) hours of impoundment. Information shall be included in the written notice setting forth the date by which redemption must be made and the fees payable prior to redemption release. When written notice is sent, the impounded animal shall be held an additional five (5) business days or until the certified mail return receipt is received from the United States Postal Service.~~

SECTION 22. Section 210.290 of the Code of Ordinances of the City is hereby amended as follows:

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Section 210.290. Impounding Animals Suspected Of Or Exposed To Rabies.

- A. Any dog, cat or other animal which exhibits objective symptoms suggestive of rabies, after written certification to the owner by the Animal Control Officer or veterinarian or such other person designated by the City Council for the enforcement of this Chapter, shall be impounded off the property of the owner. This animal shall be held for ten (10) days at the impounding facilities designated by the City Council for clinical observation and if alive at the termination of this period, shall be returned to the owner after payment of the designated fee. As an alternative procedure, the owner, at the owner's expense, may designate any veterinary hospital in the County wherein such animal is to be impounded and observed for a similar ten-day period. If such animal shall die during the observation period, regardless of location, the head shall be removed and submitted to a qualified laboratory for examination. As an additional alternative, the animal may, at owner's expense, be humanely euthanized by a licensed veterinarian and its specimen sent off for rabies testing at the state laboratory.
- B. Any dog, cat or other animal which has been exposed to rabies shall be immediately destroyed unless the owner, at the owner's expense, chooses one (1) of the following alternative methods:
1. Strict isolation in a kennel or animal hospital for six (6) months.
 2. If no previous vaccination has been given to a dog, cat or other animal susceptible to rabies within a period of two (2) years with chicken embryo (flurry strain) vaccine or within one (1) year using vaccine of nerve tissue origin or another vaccine approved by the veterinarian was used and if the effective protection limit of the last such vaccination has passed, then such dog, cat or other animal susceptible to rabies shall be impounded and placed on a schedule of immunization approved by the Animal Control Officer or veterinarian.
 3. If a dog, cat or other animal susceptible to rabies has been vaccinated previously with another vaccine approved by the veterinarian within the duration of the vaccine's effective protection as approved by the National Association of State Public Health Veterinarians, the animal shall be revaccinated and restrained by a leash and confined at home for thirty (30) days.
- C. Prior to release of any dog, cat or other animal susceptible to rabies under clinical observation for rabies, all conditions of this Chapter shall be fulfilled.

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SECTION 23. Section 210.300 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.300. Emergency Quarantine.

Whenever rabies becomes prevalent in the City, the Mayor shall, according to the necessity of the case, issue a quarantine order requiring every owner or person in charge of any dog, cat or other animal susceptible to rabies whether vaccinated or not within the limits of the City to either kill their dog, cat or animal or confine it in the home or some other secure building. Whenever, during quarantine, it is necessary that a dog, cat or animal susceptible to rabies leave the confines of a home or other secure building, such dog, cat or animal shall be placed on a leash no more than six (6) feet in length and under the direct physical control of a competent person not less than eighteen (18) ~~fifteen (15)~~ years of age. Such order shall be published once in a paper publishing the businesses of the City or shall be posted in at least twenty (20) conspicuous places about the City. The Mayor may, by proclamation, terminate any such quarantine whenever, in the Mayor's judgment, the necessity for it no longer exists.

SECTION 24. Section 210.310 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.310. Procedure Following Animal Bite.

- A. The owner of any dog, cat or other animal which bites any person, regardless of the circumstances or irrespective of whether such dog or cat is vaccinated, shall be required to place such dog, cat or other animal in the custody of the Animal Control Officer or veterinarian for confinement in a manner satisfactory to the Animal Control Officer, veterinarian or Chief of Police and in a manner that will prevent contact with people and other animals for a period of ten (10) days following the evening of the day of the bite for the purpose of clinical observation. All expenses shall be borne by the owner of the dog, cat or other animal. If for any reason such dog, cat or other animal should die while in confinement, its head shall be removed by the veterinarian and submitted to a qualified laboratory. If at the end of such ten-day period of observation such dog, cat or other animal is alive and healthy, it may be released to its owner.

- B. The Chief of Police or designee is authorized to allow confinement other than described above providing such animal will be controlled and observed in accordance with the owner's signed agreement. Preconditions for quarantine at home would be that the animal must have current rabies vaccination, be licensed, not have a recent history of being at large, was not

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at large or off the owner's property at the time of the bite; there shall be proof presented that the bite was provoked, the animal is not displaying a sudden change in disposition, and the owner has both the ability and desire to keep the animal in a secure building and separate from other animals.

C. If the owner is authorized, pursuant to Subsection B above, the following shall apply:

1. Dogs and/or puppies shall be confined in one of the following manners:

a. Complete indoor housing;

b. Secure caging or a pen in an enclosure with a locked gate; or

c. Yard confinement with secure perimeter fencing and locked gate.

2. Cats and/or kittens shall be confined in one of the following manners:

a. Complete indoor housing; or

b. Caging in a secure enclosure.

D. The animal's needs for ambient temperature control, adequate water, nutrition, elimination, and space to comfortably stand up and lie down must be adequately provided by the selected confinement method. Should the animal exhibit neurologic signs, die, or disappear during the quarantine period, the Community Development Department, Animal Control Division, shall be notified immediately.

E.C. All other conditions of this Chapter must be fulfilled prior to the release of all animals under clinical observation as the result of biting a person.

F.D. It shall be the duty of any person bitten by any animal or the parent or guardian of any minor bitten by an animal to report the same to the Police Department or the Animal Control Division immediately. Such report shall contain the name and address of the owner and of the animal, the day and time bitten, the location where bitten and a general description of the animal.

G.E. It shall be the duty of every physician to report immediately to the City Police Department or the Animal Control Division the full name, age and

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address of any person under the physician's care or observation who has been bitten by an animal, irrespective of whether infected with rabies or suspected; and every veterinarian treating or having under observation any animal infected with rabies shall report to the Police Department the owner's name and address and if the animal is a dog, cat or other animal.

SECTION 25. Section 210.320 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.320. Claiming Of Non-Rabid Animals.

~~Each impounded dog, cat and susceptible animal shall be licensed before being released to the owner. A fee designated by the City Council to cover the cost of vaccination and for the impounding service shall be collected for each dog or cat so released. A separate money receipt will be issued for the cost of vaccination. The~~ Any animal captured or impounded under the provisions of this Chapter, determined not to be infected with rabies, may be reclaimed by the owner or other person having the right of possession of such animal upon the presentation of proper vaccination certificate and upon the payment to the Animal Control Division of:

1. An impoundment fee as authorized by this Chapter to be charged when any animal is impounded;
2. A daily boarding fee as authorized by this Chapter to be charged for sheltering and feeding impounded animals; and
3. All other expenses incurred by the City in impounding in the manner provided herein.
4. Any animal which is apprehended running at large or who has bitten a human being or animal shall be photographed and microchipped by the shelter staff as soon as is reasonably practicable after a bite or running at large incident or if the animal is impounded prior to its release. The cost of such microchip shall be charged to the owner as a fee pursuant to Section 150.030 of this Code.

~~If the animal's rabies vaccine and registration is expired, the owner shall take the animal to a veterinarian for rabies immunization within two (2) weeks of its release and proof of vaccination and licensing shall be submitted to Animal Control Officers prior to the expiration of the two (2) week timeframe. surrender the vaccination receipt as payment.~~ Dogs and cats that have been vaccinated before becoming impounded shall be released to their owners within five (5) days after impound capture upon payment of the impounding ~~service~~ fee as specified herein; provided that the Animal Control Officer or veterinarian is of the opinion that such

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release will not impair the safety of the public. Should five (5) days pass and no owner is found or if the known owner fails to reclaim the animal, the animal shall be deemed property of the City of St. Charles and may be adopted, transferred to rescue or euthanized as deemed necessary. Every animal impounded under the provisions of this regulation, which is found upon arrival at the pound to be diseased or injured and whose owner is unknown or whose owner relinquished ownership in writing, shall be immediately euthanized if so recommended by a veterinarian. The Animal Control Officer may return any at large animal to its owner if within the preceding one (1) year that animal has not been found running at large; provided that a summons shall be issued to the owner for violation of this Chapter. Should an animal be impounded more than four (4) times in one (1) year, the animal shall be deemed habitually running at large and shall be subject to Section 210.185.

SECTION 26. Section 210.340 of the Code of Ordinances of the City is hereby repealed in its entirety as follows:

Section 210.340. ~~Rat Control.~~ (Reserved)

~~In addition to the duties prescribed for the Animal Control Officer by this Chapter, it shall be the duty of the Animal Control Officer, whenever the Animal Control Officer has knowledge or receives notice of the presence of rats along any public property within the City, immediately to make a thorough investigation and take whatever action may be necessary to remove the attraction for the rats or set out a rat exterminating agent in a manner that will not be injurious to humans or animals, other than rats. It shall further be the duty of the Animal Control Officer to advise citizens of the City in the matter of rat control when called upon to do so.~~

SECTION 27. Section 210.400 of the Code of Ordinances of the City is hereby amended as follows:

Section 210.400. Managed Care Of Feral Cats.

- A. Purpose. To permit implementation of a Trap-Neuter-Return (TNR) program for the purpose of reducing the population of feral cats, benefiting public health, improving the quality of life for residents, and ensuring the humane treatment of feral cats.
- B. Definitions. For the purpose of this section, the following words shall have the meaning set forth in this Subsection.

ANIMAL CONTROL AGENCY

Any agency or person, including an animal control officer, authorized by law to implement animal control laws and provide animal care and control.

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ANIMAL WELFARE ORGANIZATION

Any charitable organization whose purpose includes promotion of animal welfare and that has been granted Section 501(c)(3) not for profit status by the Internal Revenue Service.

CARETAKER

Any person who regularly provides food and water and shelter to a feral cat colony.

EARTIP

A mark identifying a feral or stray cat as having been sterilized, specifically the removal of a quarter inch off the tip of the cat's left ear in a straight line cut while the cat is anesthetized.

FERAL CAT

A cat that is not socialized to humans and is not an owned cat.

FERAL CAT COLONY AND COLONY

A group of feral or stray cats that congregate, more or less, together as a unit and share a common food source.

FOSTER HOME

A household in which a cat or kitten is temporarily placed for the purpose of providing indoor shelter, care and, if necessary, socialization before permanent placement in an adoptive home. Foster homes must be in compliance with the Missouri Department of Agriculture's Animal Health Division guidelines applicable to foster programs.

KITTEN

A member of the species Felis catus under the age of four (4) months. ~~eight (8) weeks.~~

NUISANCE

Conduct by feral or stray cats that disturbs the peace, including:

- a. Habitually or continually howling or making loud noises, and
- b. Habitually and significantly destroying property.

OWNED CAT

A cat that is a companion to a person, is regularly fed and sheltered in that same person's habitation and carries visible indicia of ownership, including a collar or tag.

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SHELTER

A structure that provides feral and stray cats with protection from cold, rain and other weather-related elements.

SPONSOR

Any Animal Welfare Organization that agrees to comply with the requirements of sponsorship set forth in this Section; provides written notice to the City that it desires to serve as a Sponsor; and is approved by the City within its discretion.

STERILIZE

To spay or neuter.

STRAY CAT

A cat that is socialized to humans and is not an owned cat.

TNR

The method of managing feral and stray cats known as Trap-Neuter-Return.

TNR PROGRAM

A program pursuant to which feral and stray cats are trapped, sterilized, vaccinated against rabies, ear-tipped, returned to the location where they were captured and provided with long-term care by a Caretaker in accordance with this Section.

C. Management Of Feral Cat Colonies.

1. A TNR Program shall be permitted and Caretakers shall be entitled to maintain feral cat colonies in accordance with the terms and conditions of this Section.
2. Sponsorship Of TNR Program. Any Animal Welfare Organization that agrees and is able to comply with the requirements of this Section shall be eligible to act as a Sponsor of the TNR Program upon approval by the City within its discretion. Any Animal Welfare Organization intending to undertake the responsibilities of sponsorship shall provide to the City a written letter of intention containing its address or location, telephone number and, if applicable, electronic mailing address.
3. Sponsor Requirements. It shall be the duty of a Sponsor to:

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- a. Register all feral cat colonies managed by Caretakers pursuant to the requirements of this Section;
 - b. Ensure the ongoing compliance of Caretakers of registered colonies with the requirements of this Section;
 - c. Maintain records provided by Caretakers on the size and location of registered colonies, as well as vaccination and sterilization records of cats in the colonies;
 - d. Help to resolve any complaints over the conduct of Caretakers of registered colonies or of cats belonging to registered colonies;
 - e. Report annually to the City on the following:
 - (1) Number of colonies in the City that are registered with the Sponsor;
 - (2) Total number of cats in colonies in the City that are registered with the Sponsor;
 - (3) Number of cats sterilized and vaccinated pursuant to the TNR Program in the past year; and
 - (4) Number of cats and kittens removed for purposes of foster or adoptive placement in the past year.
4. Caretaker Requirements. It shall be the responsibility of a Caretaker to:
- a. Submit all feral cat colonies managed by the Caretaker for registration with a Sponsor pursuant to the requirements of this Section;
 - b. Make reasonable efforts to trap all cats in a registered colony and have all trapped cats sterilized, vaccinated against rabies and eartipped by a licensed veterinarian;
 - c. Make reasonable efforts to recapture all cats to update rabies vaccinations as required by law;
 - d. Keep and maintain vaccination, sterilization, and medical records for all trapped cats and provide the Sponsor with

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copies of vaccination and sterilization records for all trapped cats;

- e. Provide or arrange for the provision of adequate food and adequate water on a regular basis to colony cats and make reasonable efforts to ensure adequate shelter for colony cats;
- f. Make reasonable efforts to trap and obtain proper medical attention for any colony cat that appears to require it;
- g. Make reasonable efforts to remove and find permanent adoptive homes or foster homes for kittens born to colony cats as soon as weaned unless, prior to weaning, the mother cat can be successfully trapped to allow confined rearing of mom and kittens;
- h. Make reasonable efforts to work with the Sponsor to resolve any complaints over the conduct of the Caretaker or of colony cats managed by the Caretaker;
- i. Make reasonable efforts to prevent a wildlife or pest feeding nuisance, including but not limited to providing species-specific food in non-disposable containers, facilitate the removal of uneaten food, and preventing the provision of food on property not owned by the Caretaker;
- j. Report annually in writing to the Sponsor on the status of the Caretaker's colony, including:
 - (1) Total number of cats in the colony and total number of cats in the colony that are sterilized;
 - (2) Number of cats in the colony sterilized and vaccinated pursuant to the TNR Program in the past year;
 - (3) Number of cats that have died or otherwise ceased to be a part of the colony in the past year;
 - (4) Number of kittens born to colony cats in the past year and their disposition; and
 - (5) Number of cats and kittens removed for purposes of foster or adoptive placement in the past year.

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5. Feral Cat Colony Registration. Upon registration of a feral cat colony, the Caretaker shall provide his or her Sponsor with:
 - a. Address, telephone number and, if applicable, electronic mailing address of the Caretaker;
 - b. Location of the colony;
 - c. Total number of cats in the colony;
 - d. Total number of cats in the colony that are sterilized, total number of cats in the colony that are vaccinated against rabies, and records of such vaccinations and sterilizations.
6. Withdrawal Of Caretaker Or Sponsor.
 - a. In the event that a Caretaker of a registered colony is unable or unwilling to continue in that role, he or she shall notify his or her Sponsor in writing and shall make reasonable efforts to secure a replacement Caretaker.
 - b. In the event that a Sponsor is unable or unwilling to continue to perform its role, it shall provide sixty (60) days' written notice to the City and shall make reasonable efforts to secure a replacement Sponsor.
7. Disposition Of Colony Cats. An Animal Control Agency that has trapped or received an ear-tipped cat from within the City shall take reasonable steps to notify all Sponsors of the description and sex of the cat and of the address or location where the cat was captured. Sponsors shall have up to five (5) business days after notification to arrange for the cat to be retrieved. If the cat is retrieved by arrangement of a Sponsor and the Caretaker of the colony from which the cat was removed can be located with reasonable efforts, the cat shall be returned to the Caretaker.

D. Ordinance Enforcement.

1. Nothing in this Section shall interfere with the right of the City or an Animal Control Agency to:
 - a. Investigate any nuisance complaint allegedly caused by a feral or stray cat or feral cat colony;

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- (1) If it is found that a feral or stray cat or feral cat colony is causing a nuisance, the Animal Control Agency or the City shall provide all Sponsors with written notice delineating the nuisance and location of the cat or colony with specificity; or
 - (2) If a cat or cats belonging to a registered feral cat colony is causing a nuisance, then the Sponsor of the colony shall have sixty (60) days from the date that written notice was provided to cure the nuisance. If the Sponsor fails to cure the nuisance within sixty (60) days, an Animal Control Agency or the City shall have the right to remove the offending cat or cats.
- b. Seize and remove a registered feral cat colony if the Caretaker regularly fails to comply with the requirements of Subsection (C)(4) and the Sponsor does not correct the situation within sixty (60) days of being given written notice by the City delineating the Caretaker's failures with specificity; or
 - c. Reassign sponsorship of a Sponsor's registered feral cat colonies if the Sponsor regularly fails to comply with the requirements of Subsection (C)(3) and the Sponsor does not correct the situation within sixty (60) days of being given written notice by the City delineating its failures with specificity.
2. A Caretaker in compliance with this Section shall be exempt from all other ordinances of the City that impose requirements on cats that are owned, kept, harbored, or in the custody of a person.
 3. Grace Period.
 - a. If an Animal Control Agency or the City locates or otherwise becomes knowledgeable about an unregistered feral cat colony, reasonable efforts shall be made by the Animal Control Agency or the City to provide written notice to the Caretaker of the colony of the registration requirements of this Section.

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- b. Upon receipt of written notice, a Caretaker of an unregistered feral cat colony shall have thirty (30) days to comply with this Section. During the thirty-day period, no cat from the colony shall be removed by an Animal Control Agency or the City for reason of causing a nuisance.
- c. Upon registration within the thirty-day period, a Caretaker in receipt of written notice shall be entitled to the protections of Subsection (C)(7), (D)(1)(a), and (D)(2). If the Caretaker fails to register the colony within the thirty-day period, the Caretaker shall not be entitled to any protections under this Section until registration is complete.

SECTION 28. Section 135.100 of the Code of Ordinances of the City is hereby amended as follows:

Section 135.100. Search Warrants – Procedures.

A. Authority.

- 1. The Municipal Judge shall have the authority to issue search warrants for searches or inspections to determine the existence of violations of any of the following provisions of this Code of Ordinances:
 - a. Chapter 210, Animals;
 - b. Chapter 500, Building Regulations;
 - c. Chapter 205, Fire Protection and Fire Prevention;
 - d. Chapter 220, Health, Safety and Sanitation — Nuisances;
 - e. Title VI, Business Regulations;
 - f. Chapter 400, Zoning Code;
 - g. Chapter 350, Parking Regulations.
 - h. Chapter 710, Wastewater Collection and Treatment Systems.
- 2. Business premises shall include all premises used or designed for use as any permitted use or conditional use listed under the “HCD,”

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“C-1,” “C-2,” “C-3” or “OBP” districts as listed in the Zoning Code, except that it shall not include dwelling units.

3. Dwelling unit shall mean a room or group of rooms occupied or intended to be occupied as separate living quarters.
4. The search warrants may be issued for:
 - a. Business premises; or
 - b. A dwelling unit, but only for:
 - (1) Violations of the Property Maintenance Code as adopted by Section 500.110 and amended by Section 500.120.
 - (2) Animal hoarding cases as provided in Section 210.210 of this Code; gross animal neglect, abandonment, and abuse cases as provided in Sections 210.150 and 210.160 of this Code; vicious dog and animal bite cases as provided in Section 210.190 of this Code; ~~for~~ and as provided in Section 210.270 of this Code, including rabid animal cases.

B. Warrants and searches or inspections made pursuant thereto shall conform to and be governed by the following provisions:

1. The Chief of Police, City Attorney or Prosecuting Attorney or a designated assistant may make application for the issuance of a search warrant.
2. The application shall:
 - a. Be in writing;
 - b. State the time and date of the making of the application;
 - c. Identify the property, article, material, substance, person or other evidence which is to be searched for and seized in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
 - d. Identify the person, place or thing which is to be searched in sufficient detail and particularity that the officer executing

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the warrant can readily ascertain whom or what is to be searched;

- e. State facts sufficient to show:
 - (1) Probable cause for the issuance of the search warrant; and
 - (2) That the owner and the occupant of the premises were sent two (2) notices in writing, either by personal service or by certified mail, that a search warrant would be sought. This notification requirement shall not apply if the persons signing the application determine that an emergency exists or that the application is for an animal bite case.
 - (a) The first notice shall state that they would be allowed at least seven (7) calendar days from the date of personal service or from the date of mailing in which to provide access to the premises.
 - (b) The second notice shall be issued after expiration of the time period required in the first notice and shall state that they would be allowed at least seven (7) calendar days from the date of personal service of the second notice in which to provide access to the premises. If the second notice is mailed, then a copy of the second notice shall be posted on the door of the premises to be searched on or before the date of mailing.
 - f. Be verified by the oath or affirmation of the applicant;
 - g. Be filed in the Municipal Court;
 - h. Be signed by the Chief of Police, City Attorney or the Prosecuting Attorney or a designated assistant and by both the appropriate department director and the Mayor.
3. The application may be supplemented by a written affidavit verified by oath or affirmation. Such affidavit shall be considered in determining whether there is probable cause for the issuance of a

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search warrant and in filling out any deficiencies in the description of the person, place or thing to be searched or of the property, article, material, substance, person or other evidence to be seized. Oral testimony shall not be considered. The application may be submitted by facsimile or other electronic means.

4. The Municipal Judge shall hold a non-adversary hearing to determine whether sufficient facts have been stated to justify the issuance of a search warrant. If it appears from the application and any supporting affidavit that there is probable cause to believe that property, article, material, substance, person or other evidence subject to seizure is on the person or at the place or in the thing described, a search warrant shall immediately be issued. The warrant shall be issued in the form of an original and two (2) copies.
5. The application and any supporting affidavit and a copy of the warrant shall be retained in the records of the Municipal Court.
6. The search warrant shall:
 - a. Be in writing and in the name of the City;
 - b. Be directed to any Peace Officer in the City;
 - c. State the time and date the warrant is issued;
 - d. Identify the material, article, substance, person or other evidence which is to be searched for and seized in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
 - e. Identify the person, place or thing which is to be searched in sufficient detail and particularity that the officer executing the warrant can readily ascertain whom or what the officer is to search;
 - f. Command that the described person, place or thing be searched and that any of the described property, article, material, substance, person or other evidence found thereon or therein be seized or photographed or copied and be returned or the photograph or copy be brought, within ten (10) days after filing of the application, to the Municipal Judge who issued the warrant, to be dealt with according to law;

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- g. Be signed by the Judge, with title of office indicated;
 - h. Not authorize the seizure of real property.
7. A search warrant issued under this Section may be executed only by a Police Officer. The warrant shall be executed by conducting the search and seizure commanded. The search warrant issued under this Section may be issued by facsimile or other electronic means.
8. A search warrant shall be executed as soon as practicable and shall expire if it is not executed and the return made within ten (10) days after the date of the making of the application.
9. After execution of the search warrant, the warrant, with a return thereon signed by the officer making the search, shall be delivered to the Judge who issued the warrant. The return shall show the date and manner of execution, what was seized and the name of the possessor and of the owner, when the owner and possessor are not the same person, if known. The return shall be accompanied by a copy of the itemized receipt required by Subsection (C)(5) below. The Judge or Clerk shall, upon request, deliver a copy of such receipt to the person from whose possession the property was taken and to the applicant for the warrant.
10. A search warrant shall be deemed invalid:
- a. If it was not issued by the Municipal Judge;
 - b. If it was issued without a written application having been filed and verified;
 - c. If it was issued without probable cause;
 - d. If it does not describe the person, place or thing to be searched or the property, article, material, substance or person to be seized with sufficient certainty;
 - e. If it is not signed by the Municipal Judge;
 - f. If it was not executed within the time prescribed by Subsection (B)(8) above; or

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g. If it was issued without an affidavit supplementing the application.

11. The application or execution of a search warrant shall not be deemed invalid for the sole reason that the application or execution of the warrant relies upon electronic signatures of the peace officer or prosecutor seeking the warrant or judge issuing the warrant.

C. Search Warrant — Execution.

1. The search shall be conducted in a reasonable manner. The search warrant shall be executed only between the hours of 8:00 A.M. and 5:00 P.M., except where its execution during those hours is not practicable, in which case the search warrant may be executed no later than 9:00 P.M.

2. An officer making a search pursuant to an invalid warrant, the invalidity of which is not apparent on its face, may use such force as would be justified if the warrant were valid.

3. The officer may summon as many persons as deemed necessary to assist in executing the warrant. Such persons shall not be held liable as a result of the illegality of the search and seizure. If the application was initiated by a City inspector, then that inspector shall not assist in executing the warrant or in determining compliance with subsequent orders resulting from the search.

4. If any property is seized, the officer shall give to the person from whose possession it is taken, if the person is present, a copy of the warrant and an itemized receipt of the property taken. If no person is present, the officer shall leave the copy and the receipt at the site of the search.

5. A copy of the itemized receipt of any property taken shall be delivered to the office of the City Attorney within two (2) working days of the search.

D. A person aggrieved by an unlawful seizure made by an officer and against whom there is a pending proceeding growing out of the subject matter of the seizure may file a motion to suppress the use in evidence of the property or matter seized. For the purposes of this Section, a “pending proceeding” shall mean any investigation being conducted with the intention of using the seized subject matter in seeking any information or when an information

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has been issued. The procedures for a motion to suppress contained in Section 542.296, RSMo., shall apply.

E. The disposition of property seized pursuant to a search warrant under this Section shall be in accordance with Section 542.301, RSMo.

SECTION 29. Section 215.605 of the Code of Ordinances of the City of St. Charles, Missouri is hereby enacted to read as follows:

Section 215.605. Assault On A Police Animal.

A person commits the offense of assault on a police animal when such person knowingly attempts to kill or disable or knowingly causes or attempts to cause serious physical injury to a police animal when that animal is involved in law enforcement investigation, apprehension, tracking, or search, or the animal is in the custody of or under the control of a Law Enforcement Officer, Department of Corrections Officer, Municipal Police Department, Fire Department or a rescue unit or agency.

SECTION 30. 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 31. 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 Magdzian 12/10/2025

Holly Magdzian, City Attorney Date

Kimberly Hudson, City Clerk



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