

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, January 6, 2026
7:00 p.m.

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

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
Pledge of Allegiance Led by City of St. Charles Leader of Tomorrow, Alex Iver, of Immanuel Lutheran School
3. PRESENTATIONS/AWARDS/PROCLAMATIONS
Above and Beyond Employee Spotlight Award to Police Officer Brock Benisch
4. PUBLIC COMMENTS – 3-Minute Limit Per Person
The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes have elapsed. All persons who desire to provide Public Comment shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council Meeting.
5. REPORT OF THE MAYOR
 - A. Appointments to Boards/Commissions/Committees
6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS
7. PUBLIC HEARING – 5-Minute Limit per Person
Public Hearings are an opportunity for the City Council to listen to input about a particular topic or item being considered by the Council. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. A buzzer or notification will sound when five minutes have elapsed. All persons speaking at a Public Hearing shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.
 - A. Case No. 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.
(Council Bill 14046)

- B. 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. **(Council Bill 14047)**
- C. Case No. CU-2025-18. (Naked Spirits, LLC – Brandon Eckardt) An application to amend a previously approved Conditional Use Permit per §400.290(C)(2) for Liquor Sales and §400.290(C)(6) Craft Distillery for an expansion of the use within the “FD/FPD” Frenchtown District within the Frenchtown Preservation District located at 1116 N 2nd Street. The subject property is located in Ward 1. **(RCA Attached)**
- D. Case No. CU-2025-27. (Reach St. Charles) An application for a Conditional Use Permit per §400.220(C)(1)(a) for a Community Service Establishment, specifically for a free food and clothing distribution establishment with office, within the “C-2/EHP” General Business District and within the Extended Historic Preservation District. The subject property is located at 901 First Capitol Drive. The subject property is located in Ward 2. **(RCA Attached)**
- E. Case No. CU-2025-28. (Gwen Keen – QuikTrip Corporation) An application for a Conditional Use Permit per §400.230(C)(1)(a) for an Automobile Service Station and §400.230(C)(1)(a) for Liquor Sales. The property is zoned C-3 Highway Business District located at 3801 Harry S Truman Boulevard. The subject property is located in Ward 6. **(RCA Attached)**
- F. Case No. Z-2025-17. (Bax Engineering) An application to annex and establish the zoning for a 14,886 square feet tract of land located at 1753 S. River Road, from St. Charles County “I1” Light Industrial District to the City of St. Charles “I-1” Light Industrial District. The subject property will be located in Ward 3 upon annexation. **(Council Bill 14049)**

8. CONSENT AGENDA

- A. Approval of Council Minutes and Reports
 - 1. Regular City Council Meeting of December 2, 2025
 - 2. Public Hearing of December 2, 2025
- B. Receipt of Reports from Boards, Commissions and Committees
 - 1. Frenchtown Special Business District Advisory Board Meeting of October 9, 2025
 - 2. Special Meeting of the Frenchtown Special Business District Advisory Board of November 3, 2025
 - 3. Frenchtown Special Business District Advisory Board Meeting of November 13, 2025
 - 4. The Greater Saint Charles Convention & Visitors Commission Meeting of October 23, 2025
 - 5. Landmarks Board Meeting of November 17, 2025
 - 6. The Housing Authority of the City of St. Charles Meeting of October 29, 2025
 - 7. Saint Charles Parks & Recreation Board Meeting of November 19, 2025
 - 8. Saint Charles Parks & Recreation Board Meeting of December 3, 2025

- C. Receipt of Director of Administration Reports
 - 1. FITS Report – November 2025
- D. Approval of Contracts and Easements
 - 1. Second Renewal with Champ Landfill Company, LLC for 2026 Landfill Services in an Amount Not to Exceed \$343,980.00
 - 2. First Renewal with SweenCo, LLC for Construction Services for the New Town Vacuum System Canister Replacement Project in an Amount Not to Exceed \$1,056,500.01
 - 3. First Renewal with LRL Commercial Cleaning, Inc. for Janitorial Services at City Hall, Public Works and the Senior Center Buildings for January 1, 2026 through December 31, 2026 in an Amount Not to Exceed \$114,720.00
 - 4. First Renewal with Core & Main LP for Water Distribution Supplies for the 2026 Calendar Year in an Amount Not to Exceed \$300,000.00
- E. Preliminary Plats
 - 1. Case No. SUB -2025-03 (Tempest Properties)
- F. Miscellaneous

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

- A. A RESOLUTION OPPOSING MISSOURI LEGISLATIVE PROPOSALS TO ELIMINATE THE TRADITIONAL APRIL MUNICIPAL ELECTION AND MOVE MUNICIPAL ELECTIONS TO THE NOVEMBER GENERAL ELECTION DATE (*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

11. BILLS FOR FINAL PASSAGE

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*)

12. BILLS FOR INTRODUCTION

BILL 14045

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY WOCO PARTNERS LLC, APPROXIMATELY 6.57 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF MUEGGE ROAD AND SOUTH OLD HIGHWAY 94 (*SPONSOR: DENISE MITCHELL*)

BILL 14046

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “C-2” GENERAL BUSINESS DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “R1E” SINGLE-FAMILY RESIDENCE DISTRICT A 1.57 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT THE SOUTHEAST CORNER OF MUEGGE ROAD AND SOUTH OLD HIGHWAY 94 (*SPONSOR: DENISE MITCHELL*)

BILL 14047

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “R1E” SINGLE-FAMILY RESIDENCE DISTRICT A 5.0 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT THE SOUTHEAST CORNER OF MUEGGE ROAD AND SOUTH OLD HIGHWAY 94 (*SPONSOR: DENISE MITCHELL*)

BILL 14048

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

1735, LLC, APPROXIMATELY 14,960 SQUARE FEET OF LAND LOCATED AT 1753 SOUTH RIVER ROAD (*SPONSOR: VINCE RATCHFORD*)

BILL 14049

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “I-1” LIGHT INDUSTRIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “I1” LIGHT INDUSTRIAL DISTRICT A 14,886 SQUARE FOOT TRACT OF LAND LOCATED AT 1753 SOUTH RIVER ROAD (*SPONSOR: VINCE RATCHFORD*)

BILL 14050

AN ORDINANCE AUTHORIZING A COOPERATIVE COST SHARING AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND PORTERHOUSE DEVELOPMENT, LLC, FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL SYSTEM (*SPONSOR: MARY WEST*)

BILL 14051

AN ORDINANCE AUTHORIZING A SIGN EASEMENT AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND PORTERHOUSE DEVELOPMENT, LLC, FOR THE CONSTRUCTION AND MAINTENANCE BY THE CITY OF AN ELECTRONIC MONUMENT SIGN (*SPONSOR: MARY WEST*)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

- A. Board of Adjustment Reappointment of Richard Alferman
- B. Discussion Relative to the Rescheduling of the February 17, 2026 Council Work Session and Council Street Committee
- C. City Council Review of St. Charles County Election Authority’s Certificate of Insufficiency for the Amended Initiative Petition Submitted by David Todd Reineke

16. CLOSED SESSION

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

17. ADJOURNMENT

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

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

Posted: Monday, December 22, 2025 – 5:00 p.m.



TO: City Council
FROM: Office of the Mayor
DATE: December 18, 2025
SUBJECT: Appointment Memorandum for the January 6, 2026 City Council Meeting

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

Audit Committee

- The reappointment of *Matthew Johannesman* whose term will expire *December 2025*, for another three-year term to expire *December 2028*.

Convention and Visitors Bureau Advisory Commission

- The appointment of *Cory King*, a business owner who will represent Frenchtown, to fill the vacant position formerly held by *Marsha Adams*, for a term expiring *May 2028*.

Senior Citizens Advisory Commission

- The appointment of *Lester Hager*, a Ward 4 resident, to fill the vacant position formerly held by *Sandy Johnson*, for a term expiring *December 2028*.¹
- The appointment of *David Eckhoff*, a Ward 10 resident, to fill the vacant position formerly held by *Michael Maurer*, for a term expiring *December 2028*.²

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

Sincerely,


Daniel J. Borgmeyer

Mayor

¹ This appointment reflects a modified term length to ensure compliance with the staggered-term structure required by Section 125.060.C

² This appointment reflects a modified term length to ensure compliance with the staggered-term structure required by Section 125.060.C

RCA FORM (OFFICE USE ONLY)

Bill # 14046

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 5 upon annex

Sponsor(s): Denise Mitchell

Description:

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.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to establish zoning for 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. Establishing C-2 zoning upon annexation is compatible with the surrounding development pattern and supports closing a remaining pocket of unincorporated county within the City. A future use has not been determined for this property; however, if the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the C-2 General Business District. A future site plan requiring City review, would be required prior to development.

The Planning and Zoning Commission held a public hearing on this item at their December 8, 2025 meeting where the applicant spoke and there were 3 speakers from the public with general questions/concerns regarding existing utilities and other project specifics. The Commission voted 7 in favor, 2 abstained, 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: MPB Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]



AGENDA ITEM #9, 10, & 11

**STAFF REPORT
CASE NO. Z-2025-11, Z-2025-12, & SUB-2025-04
HAWTHORNE GROVE – PRELIMINARY PLAT**

**DECEMBER 8, 2025
BY MADELYN P. BROWN**

OWNER/APPLICANT: WOCO Partners LLC
2299 S Spoede Lane
Truesdale, MO 63380

ADDRESS/LOCATION: The property is generally located at the southeast corner of Muegge Road and S. Old Highway 94 - Ward 5 upon annexation & rezoning

ACREAGE: Overall 6.57 (more or less)

EXISTING ZONING: St. Charles County “R1E” Single Family Residence

REQUESTED ZONING: 1st C-2 General Business District (Z-2025-11)
2nd R-3 Multiple Family Residential District (Z-2025-12)

SURROUNDING ZONING:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	R-1C Single Family Residential	Meeting Facility
South	C2 General Commercial District (County)	Commercial
East	R1E Single-Family Residential District (County)	Single-Family Dwelling
West	R1E Single-Family Residential District (County)	Single-Family Dwelling

REQUEST

The applicant has submitted three (3) applications for a commercial and residential development within the City of St. Charles:

1. To annex and establish zoning for 1.57 acres of an overall 6.57 acre tract of land from St. Charles County “R1E” Single Family Residence to the City of St. Charles “C-2” General Business District (Z-2025-11).
2. To annex and establish the zoning for 5.0 acres of an overall 6.57 acre tract of land, from St. Charles County “R1E” Single Family Residence to the City of St. Charles “R-3A” Multiple-Family Residential District (Z-2025-12).
3. A preliminary plat to construct thirty-four (34) attached townhomes with common ground

on the 5.0 acre tract proposed to be zoned R-3A Multiple-Family Residential District (SUB-2025-04).

This report will analyze the appropriateness of each application.

The attached Preliminary Plat (SUB-2025-04) identifies two (2) parcels, one (1) proposed commercial lot with uses available within C-2 General Business District, such as general retail, a restaurant and a coffee shop, and a proposed multi-family residential development containing 34 attached townhome buildings (7 units per acre – 18 units per acre is allowed via the requested zoning).

BACKGROUND

The R-3A District is designed for multi-family developments under single ownership, such as apartments or condominium projects 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). It does not provide standards for fee-simple townhomes subdivided into individual lots unless they meet the minimum lot standards of the R-3A district (see attached standards), even though townhouse dwellings are a permitted use. Similar individually owned townhouse projects in the City have been approved through Planned Development Residential (PD-R) zoning, such as Oakleigh Park (2021).

For this development, staff identified two (2) pathways:

1. Rezone to PD-R with an underlying R-3A district; or
2. Maintain straight R-3A zoning and seek variances through the Board of Adjustment.

Through review, staff and the applicant determined that retaining straight R-3A zoning and pursuing the necessary variances is the most appropriate approach. The applicant did explore a PD-R zoning alternative to avoid variances from R-3A standards; however, the PD option would have required landscape buffers that cannot be accommodated on this site and would have resulted in even greater variances. The applicant has requested three (3) variances for the residential portion of the project: reducing the minimum lot width from 75 feet to 26 feet; reducing the minimum lot depth for Lots 31–34 from 125 feet to 98.7 feet; and reducing the minimum side yard setback from 7 feet to 0 feet. These variances were originally scheduled for Board of Adjustment review on December 1, 2025 but were postponed due to the cancelation of the meeting based on City Hall being closed from inclement weather and are now scheduled for the January 5, 2026 meeting. While BOA action typically precedes the Planning and Zoning Commission review, the delay was outside the applicant's control; therefore, the preliminary plat is being presented to Planning and Zoning Commission first. A condition has been added stating that preliminary plat approval is contingent upon approval of all three (3) variances.

ANALYSIS OF ANNEXATION/ESTABLISHMENT OF ZONING **(Z-2025-11 & Z-2025-12)**

The 6.57 acre tract currently consists of a single parcel that the applicant proposes to divide into a 1.57 acre commercial lot and a 5.0-acre residential lot as part of an annexation request. The 1.57 acre parcel is proposed to be zoned C-2 General Commercial District upon annexation, while the 5.0 acre parcel is proposed to be zoned R-3A Multiple-Family Residential District to accommodate

an attached townhome development.

C-2 Zoning Analysis (Z-2025-11)

As shown on Figure 1, below on Page 4, the proposed 1.57 acre commercial parcel is directly adjacent to C-2 zoned properties, and the South Old Highway 94 corridor contains a mix of commercial and residential uses. The yellow and brown shading indicate residential zoning/uses, the pink and red indicate commercial, and the grey indicates industrial. Although a specific future use has not been identified, all permitted and conditionally permitted uses within the C-2 District would apply (see attached district regulations). Establishing C-2 zoning upon annexation is compatible with the surrounding development pattern and supports closing a remaining pocket of unincorporated county within the City. If developed for commercial purposes, a future site plan requiring City review, would be required prior to development.

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 closest to Activity Center #4 (Page Avenue/ Highway 94). This Activity Center includes a mix of uses; residential, commercial, and industrial uses on both sides of Capitol Drive. Given the established commercial zoning in this area, assigning a C-2 zoning designation is appropriate and fits well within the existing development pattern.

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 establishment of zoning to C-2 General Commercial District.

R-3A Zoning Analysis (Z-2025-12)

Also shown on Figure 1, below on Page 4, the proposed R-3A zoning for the remaining 5.0 acres aligns with adjacent residential zoning and land uses under both City of St. Charles and St. Charles County jurisdictions. This portion of the property also lies within the mixed-use South 94 corridor, where residential and commercial uses are located in close proximity. The requested R-3A designation is therefore appropriate for the planned attached townhome development and facilitates the incorporation of this unincorporated area into the City.

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 closest to Activity Center #4 (Page Avenue/ Highway 94). As indicated above, this Activity Center is mixed use adjacent to First Capitol Drive, with a mix of residential, commercial, and industrial uses located nearby to this center. These existing neighborhood conditions are well suited for a higher density, townhouse subdivision such as what is being proposed.

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 establishment of zoning to R-3A Multi-Family Residential District.

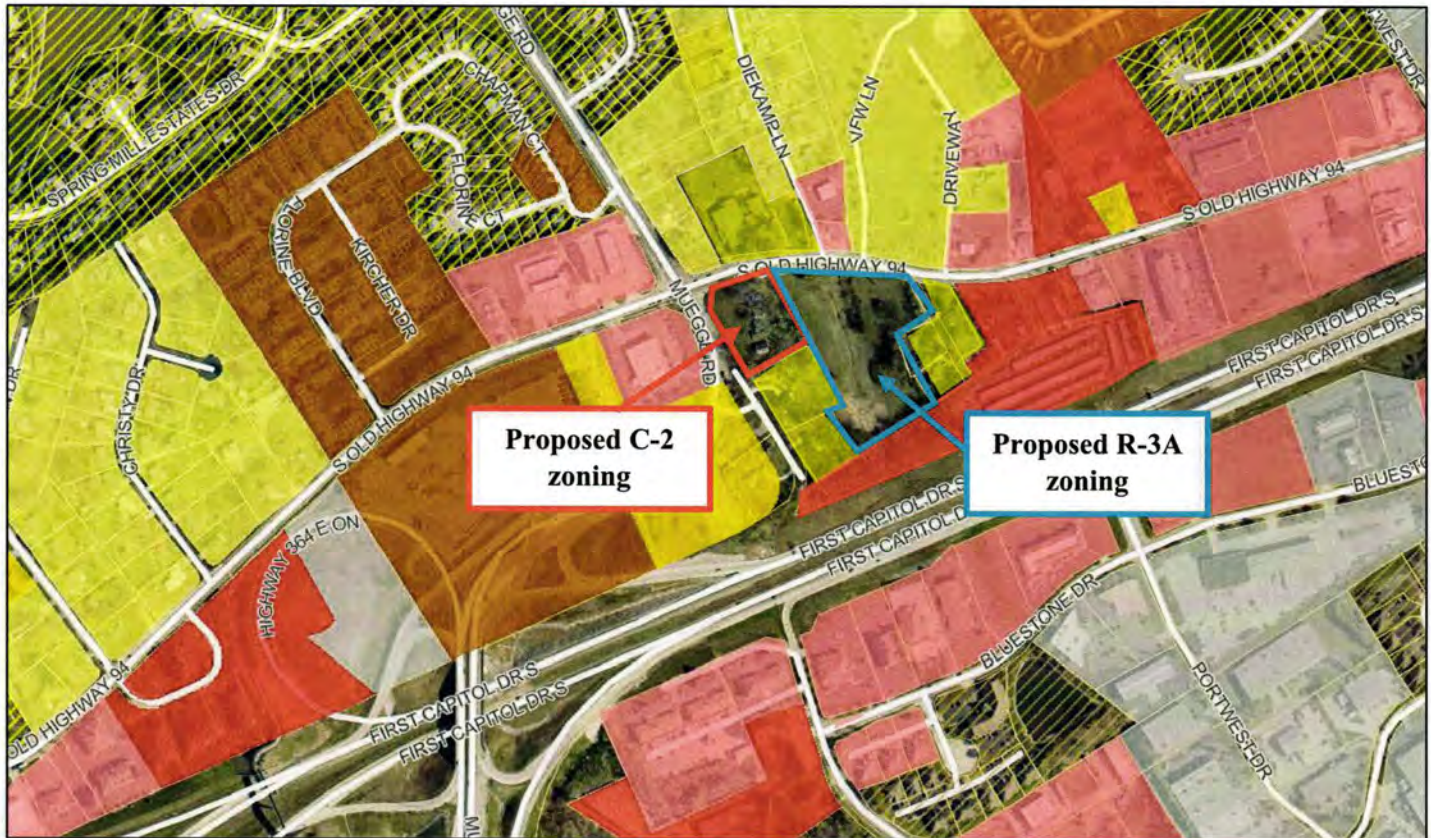


Figure 1: Area zoning map.

ANALYSIS OF THE PRELIMINARY PLAT **(SUB-2025-04)**

Overview

The Applicant has submitted a Preliminary Plat application for a new subdivision, consisting of thirty-four (34) attached townhomes with common ground under the R-3A zoning district. 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.

Density

The R-3A zoning district establishes a maximum density of 18 units per acre. Based upon this maximum, a total of 90 residential units could be permitted as part of this development. The submitted Preliminary Plat proposes a total of 34 units, with an overall density of 6.8 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. The proposed density is typical of this style of development and would be compatible within the mixed-use corridor at the corner of Muegge Road and South Old Highway 94.

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 two car garage located at the front of the dwelling along the access drive. Samples of the proposed elevations are illustrated in Figure 2, below. As attached single-family dwellings, the proposed structures are exempt from the masonry standards. The elevations have been included for reference only, and do not require approval from the Commission.



Figure 2: Elevations of the proposed structures.

Access/Transportation

A 26-foot wide public roadway (Hawthorne Grove Court) is proposed to access the majority of the townhome driveways, leading to the two-car garages and main entrances. Hawthorne Grove Court will end in a cul-de-sac with a mailbox cluster and four (4) parallel parking spaces to serve residents. Four (4) of the units will be accessed by an existing roadway, which is to be paved and also made a 26-foot wide public roadway (Hawthorne Trail). Each entrance to the subdivision is located along South Old Highway 94, with Hawthorne Grove Court towards the east and Hawthorne Trail to the West. 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.

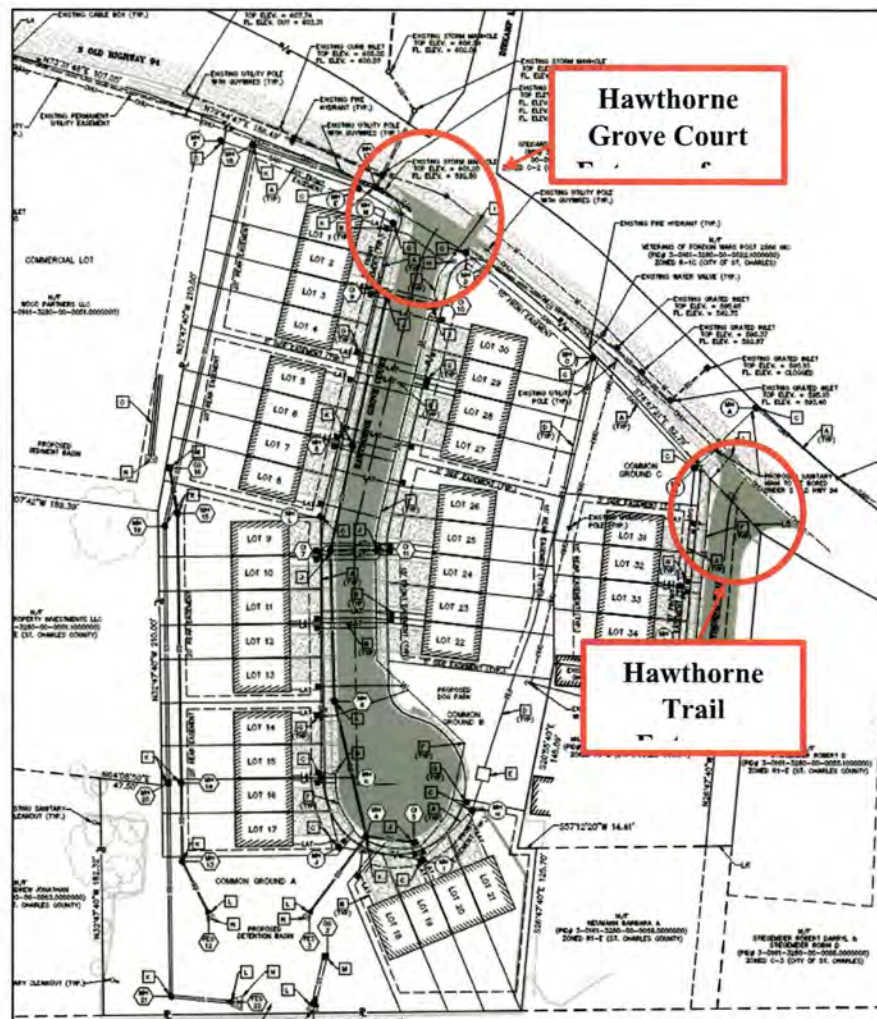


Figure 3: Proposed access points.

Open Space/Amenities/Landscaping

A total of 0.98 acres of common ground has been provided. The developer will also incorporate a dog park as an added amenity for residents. Additionally, a stormwater detention area is proposed at the southwestern portion of the site. While provided, minimum common open space is not a requirement of the R-3A zoning district.

The City's Tree Preservation Ordinance requires either preservation, replacement of at least 50% of all live trees ten (10) inches or greater in diameter breast height (DBH) on the development site or a payment into the tree fund to account for removal over 50%. Per the submitted plan, approximately 140 cumulative inches (DBH) of existing trees are proposed for removal, with 42 inches to remain (removal of more than 50% of existing mass). In order to achieve compliance with tree preservation standards, 28 trees are to be planted on site. The trees are proposed to be planted along the South Old Highway 94 frontage, within common ground, and along the frontages of units.

STAFF RECOMMENDATION

After review of the two (2) zoning requests (including the proposed preliminary plat), the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the annexation/establishment of zoning requests and preliminary plat are appropriate and are consistent with the zoning of the surrounding area. The Department of Community Development recommends that these requests be forwarded to the City Council with a favorable recommendation, subject to the condition on application SUB-2025-04, listed below:

1. Approval of the preliminary plat is contingent upon approval by the Board of Adjustment of all three variances associated with the project (minimum lot width, minimum lot depth for Lots 31-34, and minimum side yard setback).

Recommended Motions:

1. Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-11 and Z-2025-12.
2. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-11.
3. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-12.
4. Motion to forward a **favorable** recommendation of approval to the City Council for a new Preliminary Development Plat (Hawthorne Grove) per SUB-2025-04, subject to the condition recommended by staff.

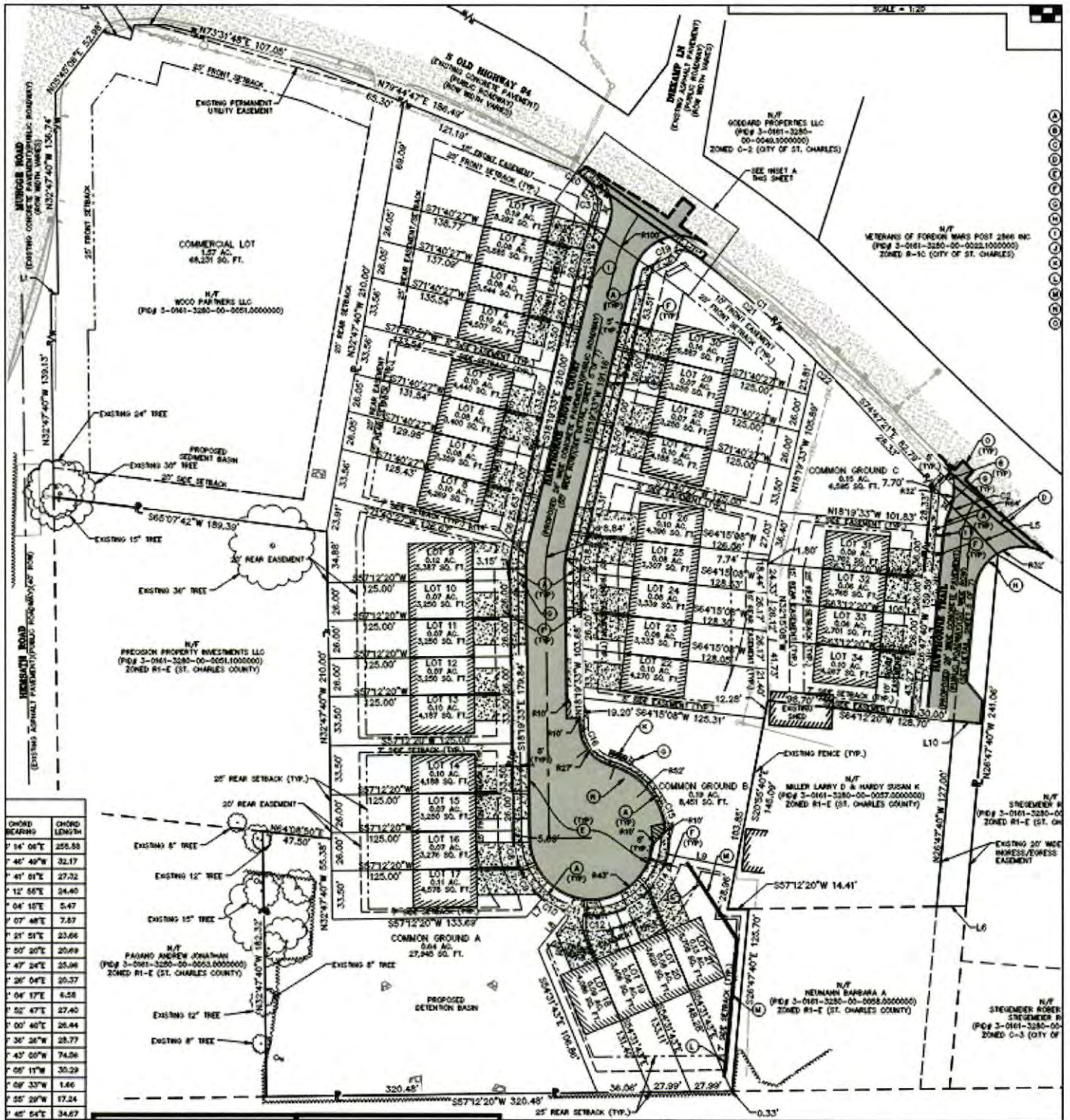
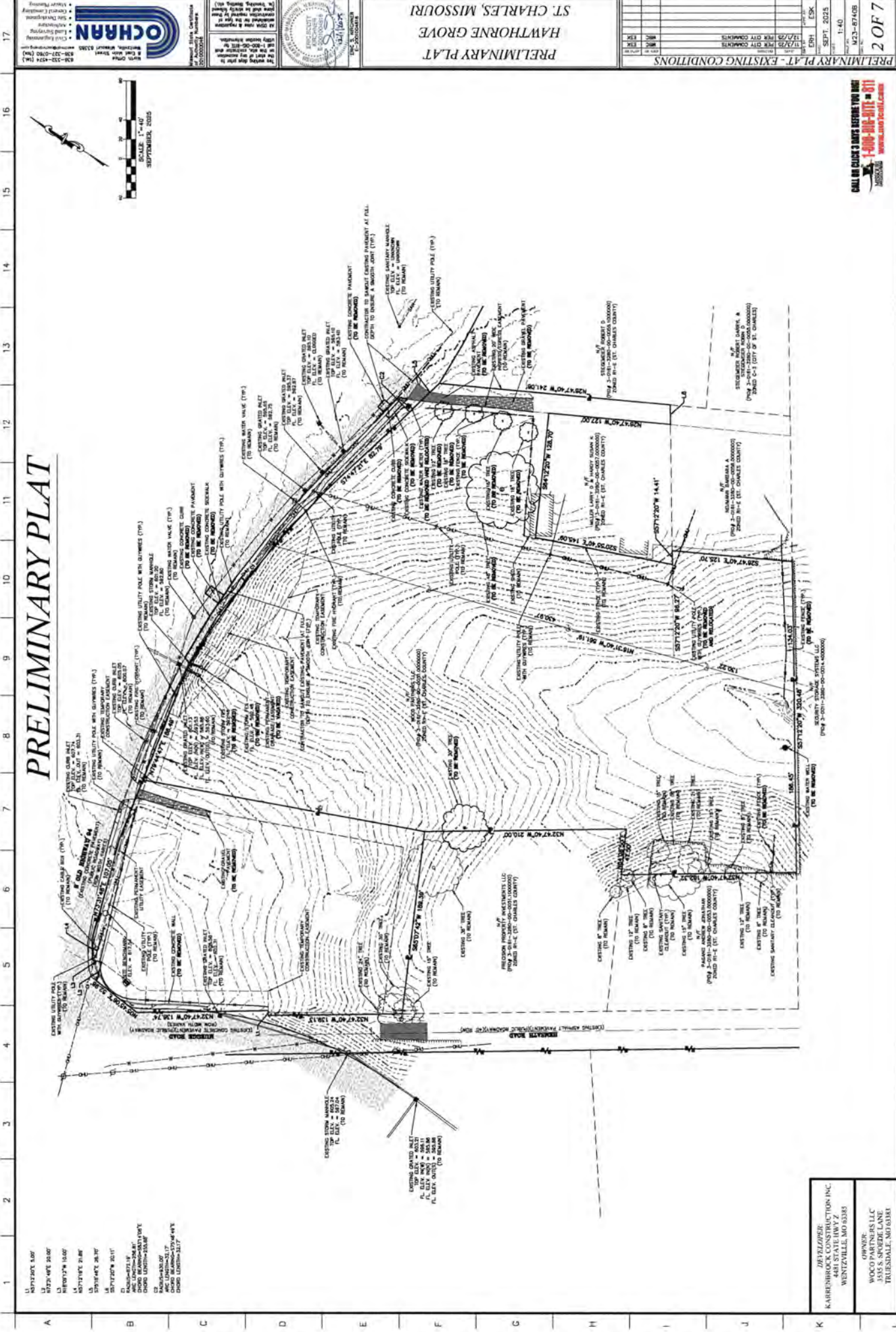


Figure 4: Submitted Site Plan.



Figure 5: Aerial view of subject property.

PRELIMINARY PLAT



- 1. N57°30'00" E 50'
- 2. N72°45'00" W 20.00'
- 3. N10°17'00" W 10.00'
- 4. N57°15'00" E 21.88'
- 5. S75°34'00" W 26.37'
- 6. S71°20'00" W 30.11'
- 7. S45°00'00" W 10.00'
- 8. S45°00'00" W 10.00'
- 9. S45°00'00" W 10.00'
- 10. S45°00'00" W 10.00'
- 11. S45°00'00" W 10.00'
- 12. S45°00'00" W 10.00'
- 13. S45°00'00" W 10.00'
- 14. S45°00'00" W 10.00'
- 15. S45°00'00" W 10.00'
- 16. S45°00'00" W 10.00'
- 17. S45°00'00" W 10.00'

1. N57°30'00" E 50'
 2. N72°45'00" W 20.00'
 3. N10°17'00" W 10.00'
 4. N57°15'00" E 21.88'
 5. S75°34'00" W 26.37'
 6. S71°20'00" W 30.11'
 7. S45°00'00" W 10.00'
 8. S45°00'00" W 10.00'
 9. S45°00'00" W 10.00'
 10. S45°00'00" W 10.00'
 11. S45°00'00" W 10.00'
 12. S45°00'00" W 10.00'
 13. S45°00'00" W 10.00'
 14. S45°00'00" W 10.00'
 15. S45°00'00" W 10.00'
 16. S45°00'00" W 10.00'
 17. S45°00'00" W 10.00'

PRELIMINARY PLAT
 ST. CHARLES, MISSOURI
 HAWTHORNE GROVE

PRELIMINARY PLAT - EXISTING CONDITIONS
 DATE: 08/14/2025
 SHEET NO. 1 OF 7

CALL OR CONTACT 3 DAYS BEFORE THE MEETING
 1-800-368-4077 or 617-552-1111
 WWW.AUTOCAD.COM

SHEET OWNER:
 KABREBROCK CONSTRUCTION, INC.
 4811 STATE HWY Z
 WENTZVILLE, MO 63383

OWNER:
 WOODS ERS, LLC
 3535 S. SHOUDE LANE
 TRUESDALE, MO 63880



I, the undersigned, being a duly qualified and licensed Professional Engineer in the State of Missouri, do hereby certify that I am the author of the foregoing plat and that the same is a true and correct copy of the original as the same appears on the files of the State Engineer of Missouri.

PRELIMINARY PLAT - EXISTING CONDITIONS
 DATE: 08/14/2025
 SHEET NO. 1 OF 7

CALL OR CONTACT 3 DAYS BEFORE THE MEETING
 1-800-368-4077 or 617-552-1111
 WWW.AUTOCAD.COM

SHEET OWNER:
 KABREBROCK CONSTRUCTION, INC.
 4811 STATE HWY Z
 WENTZVILLE, MO 63383

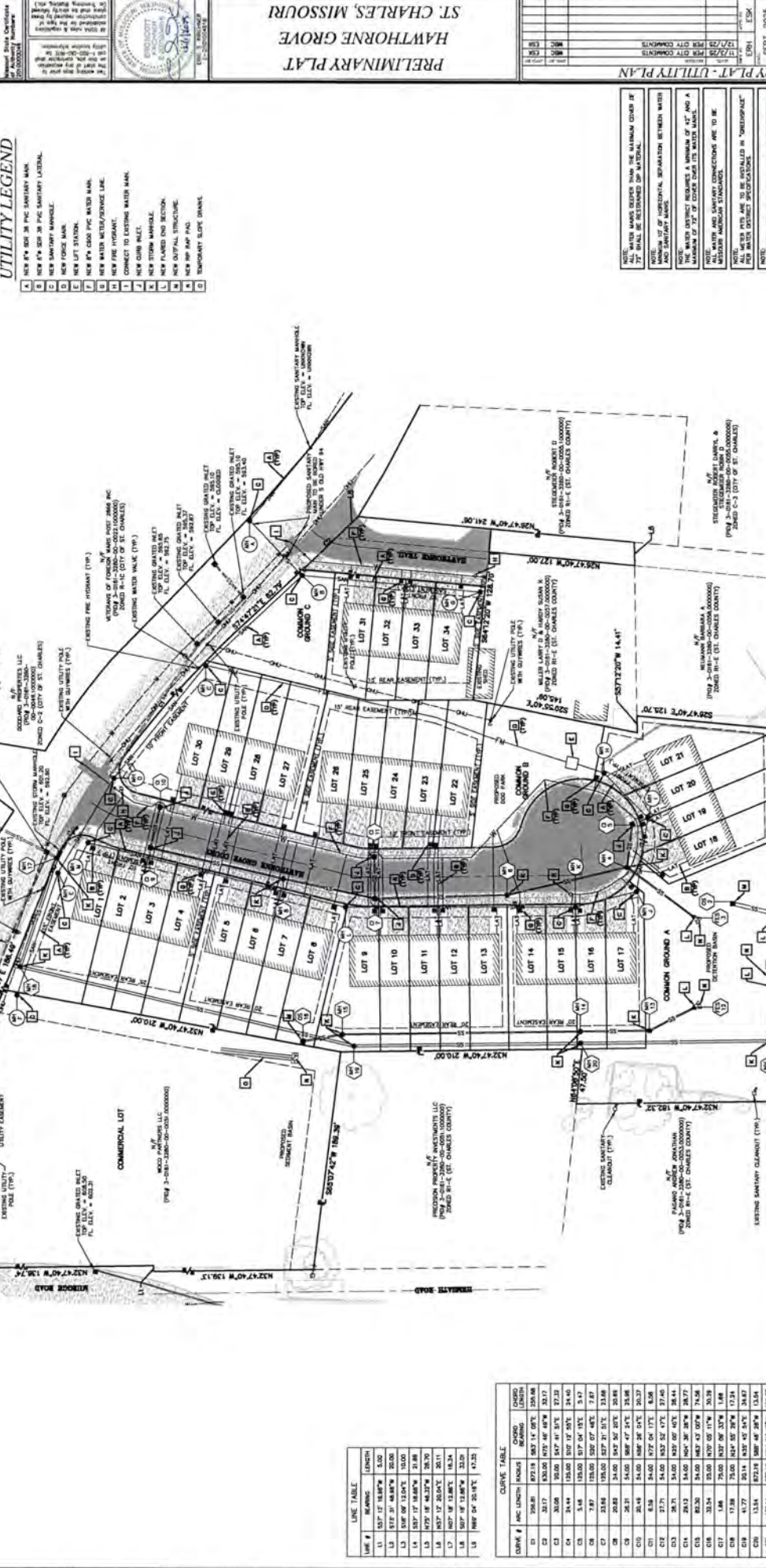
OWNER:
 WOODS ERS, LLC
 3535 S. SHOUDE LANE
 TRUESDALE, MO 63880

PRELIMINARY PLAT

CHANN
Engineering, Inc.
1000 N. Main Street, Suite 100
Wentzville, MO 63385
828-332-4374
828-332-4375
828-332-4376
828-332-4377
828-332-4378
828-332-4379
828-332-4380
828-332-4381
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828-332-4395
828-332-4396
828-332-4397
828-332-4398
828-332-4399
828-332-4400

UTILITY LEGEND

- 1 NEW 8" DIAM. PVC SANITARY MAIN
- 2 NEW 8" DIAM. PVC SANITARY LATERAL
- 3 NEW SANITARY MANHOLE
- 4 NEW FORCE MAIN
- 5 NEW LIFT STATION
- 6 NEW 8" DIAM. PVC WATER MAIN
- 7 NEW WATER METER/SERVICE LINE
- 8 NEW FIRE HYDRANT
- 9 CONNECT TO EXISTING WATER MAIN
- 10 NEW CURB INLET
- 11 NEW STORM MANHOLE
- 12 NEW FLARED END SECTION
- 13 NEW DRAIN FALL STRUCTURE
- 14 NEW 18" RCP PAI
- 15 18" RCP SLOPE DRAIN
- 16 EXISTING FIRE HYDRANT (TYP.)
- 17 EXISTING WATER MAIN (TYP.)
- 18 EXISTING SANITARY MAIN (TYP.)
- 19 EXISTING SANITARY LATERAL (TYP.)
- 20 EXISTING FORCE MAIN (TYP.)
- 21 EXISTING LIFT STATION (TYP.)
- 22 EXISTING 8" DIAM. PVC WATER MAIN (TYP.)
- 23 EXISTING WATER METER/SERVICE LINE (TYP.)
- 24 EXISTING CURB INLET (TYP.)
- 25 EXISTING STORM MANHOLE (TYP.)
- 26 EXISTING FLARED END SECTION (TYP.)
- 27 EXISTING DRAIN FALL STRUCTURE (TYP.)
- 28 EXISTING 18" RCP PAI (TYP.)
- 29 EXISTING 18" RCP SLOPE DRAIN (TYP.)



NOTE: WATER MAINS DEEPER THAN THE MAINLINE CENTER IF THE WATER EXISTING REQUIRES A MINIMUM OF 4" AND A MINIMUM OF 24" OF COVER OVER THE WATER MAIN.

NOTE: ALL WATER AND SANITARY CONNECTIONS ARE TO BE MADE AT MANHOLE STANDARDS.

NOTE: ALL WATER PIPS ARE TO BE INSTALLED IN "ORIENTED" POLYETHYLENE PIPE.

NOTE: THE PERMANENT ON-SITE SHALL BE CHECKED TO THE PROPERTY OF EXISTING MAINS LOCATED BY COMPANY'S RECORD DRAWINGS TO BE USED FOR THE DESIGN OF THE WATER MAIN.

NOTE: THE PERMANENT ON-SITE SHALL BE CHECKED TO THE PROPERTY OF EXISTING MAINS LOCATED BY COMPANY'S RECORD DRAWINGS TO BE USED FOR THE DESIGN OF THE WATER MAIN.

CALL US QUICK 2 DAYS BEFORE YOU BUILD
1-800-466-6111
www.mpf.com

OWNER: WOODBERRY LLC
3535 S. SPODE LANE
TRUESDALE, MO 63385

DEVELOPER: WOODBERRY DEVELOPMENT INC.
4444 STATE HIGHWAY Z
WENTZVILLE, MO 63385

PREPARED BY: OCHANN ENGINEERING, INC.
1000 N. MAIN STREET, SUITE 100
WENTZVILLE, MO 63385

DATE: SEPTEMBER 2025
SCALE: 1" = 40'

PROJECT: PRELIMINARY PLAT - UTILITY PLAN
LOT: 1-34
COMMON GROUND: A, B, C

REVISIONS:

NO.	DATE	DESCRIPTION
1	09/15/25	ISSUED FOR PERMIT

3 OF 7

LINE TABLE

LINE #	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
11	S37°12' W	8.87	S37°12' W	8.87
12	S72°15' E	10.00	S72°15' E	10.00
13	S10°00' E	10.00	S10°00' E	10.00
14	S75°15' W	10.00	S75°15' W	10.00
15	N75°15' E	10.00	N75°15' E	10.00
16	N37°12' W	8.87	N37°12' W	8.87
17	N62°15' E	10.00	N62°15' E	10.00
18	N87°15' E	10.00	N87°15' E	10.00
19	N10°00' E	10.00	N10°00' E	10.00
20	N72°15' W	10.00	N72°15' W	10.00

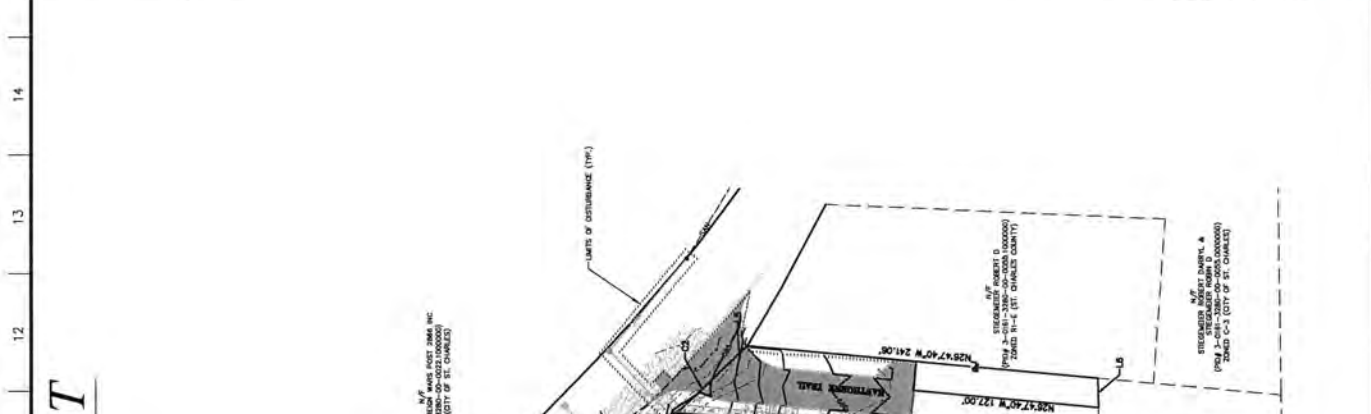
CURVE TABLE

CHORD #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
01	10.00	10.00	S45°00' E	10.00
02	10.00	10.00	S45°00' E	10.00
03	10.00	10.00	S45°00' E	10.00
04	10.00	10.00	S45°00' E	10.00
05	10.00	10.00	S45°00' E	10.00
06	10.00	10.00	S45°00' E	10.00
07	10.00	10.00	S45°00' E	10.00
08	10.00	10.00	S45°00' E	10.00
09	10.00	10.00	S45°00' E	10.00
10	10.00	10.00	S45°00' E	10.00
11	10.00	10.00	S45°00' E	10.00
12	10.00	10.00	S45°00' E	10.00
13	10.00	10.00	S45°00' E	10.00
14	10.00	10.00	S45°00' E	10.00
15	10.00	10.00	S45°00' E	10.00
16	10.00	10.00	S45°00' E	10.00
17	10.00	10.00	S45°00' E	10.00
18	10.00	10.00	S45°00' E	10.00
19	10.00	10.00	S45°00' E	10.00
20	10.00	10.00	S45°00' E	10.00
21	10.00	10.00	S45°00' E	10.00
22	10.00	10.00	S45°00' E	10.00
23	10.00	10.00	S45°00' E	10.00
24	10.00	10.00	S45°00' E	10.00
25	10.00	10.00	S45°00' E	10.00
26	10.00	10.00	S45°00' E	10.00
27	10.00	10.00	S45°00' E	10.00
28	10.00	10.00	S45°00' E	10.00
29	10.00	10.00	S45°00' E	10.00
30	10.00	10.00	S45°00' E	10.00
31	10.00	10.00	S45°00' E	10.00
32	10.00	10.00	S45°00' E	10.00
33	10.00	10.00	S45°00' E	10.00
34	10.00	10.00	S45°00' E	10.00

CHRYAN
 CIVIL ENGINEERING
 838-332-0294 (MO)
 838-332-0293 (IL)
 838-332-0292 (KS)
 838-332-0291 (LA)
 838-332-0290 (TX)
 838-332-0289 (OK)
 838-332-0288 (TN)
 838-332-0287 (MS)
 838-332-0286 (AL)
 838-332-0285 (GA)
 838-332-0284 (SC)
 838-332-0283 (NC)
 838-332-0282 (VA)
 838-332-0281 (MD)
 838-332-0280 (DC)

REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12015-000001
 EXPIRES 12/31/2025
 ST. CHARLES, MISSOURI

PROJECT NO. 23-001-0001-000001
 SHEET NO. 14 OF 17



GRAVING QUANTITY:

CUT - 9,335 CY
 FILL - 34,338 CY
 TOTAL SITE AREA - 4.37 AC
 DISTURBED AREA - 2.87 AC

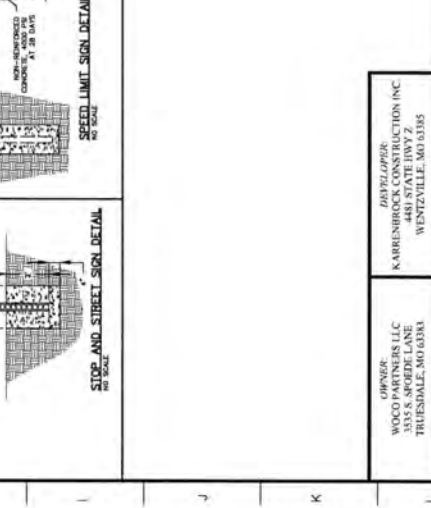
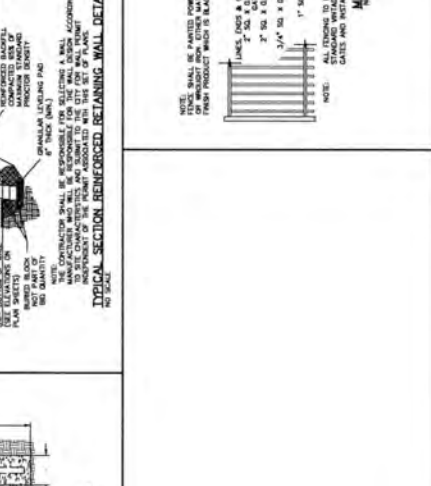
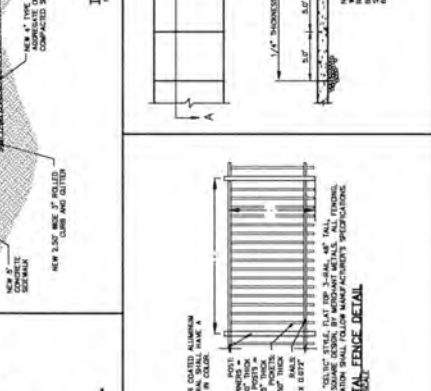
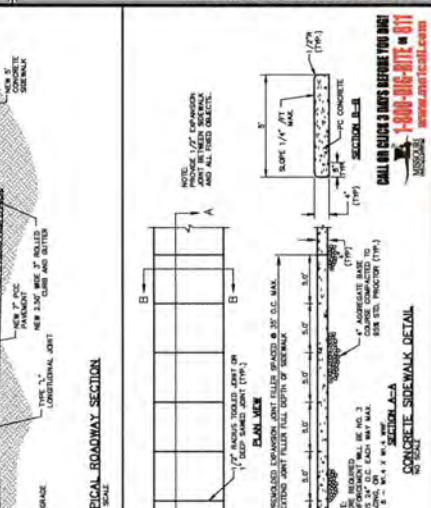
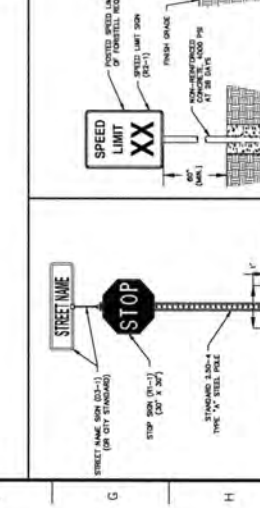
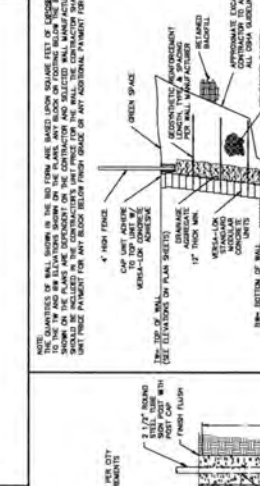
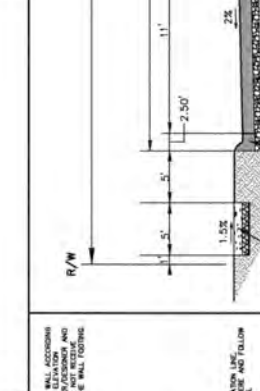
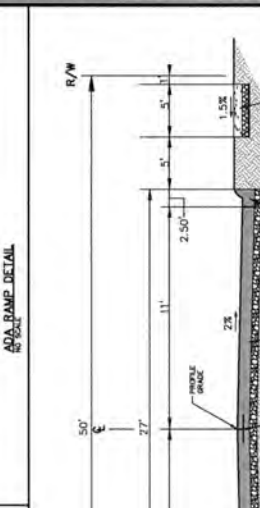
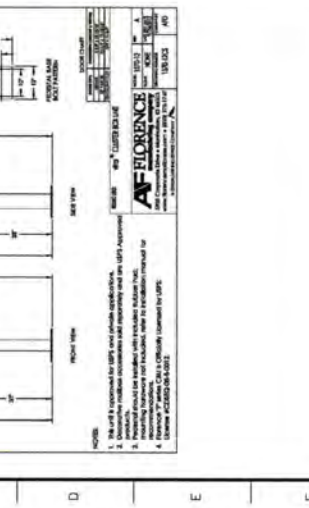
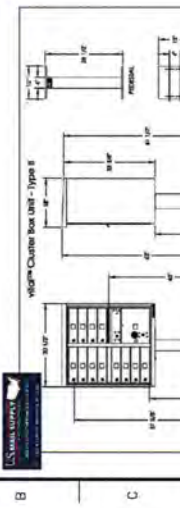
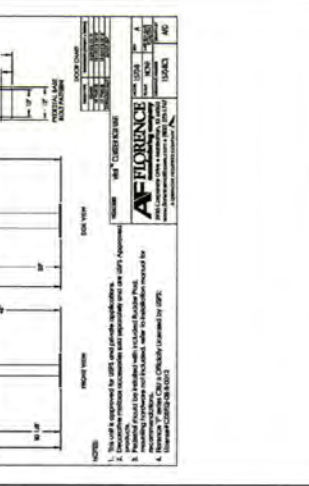
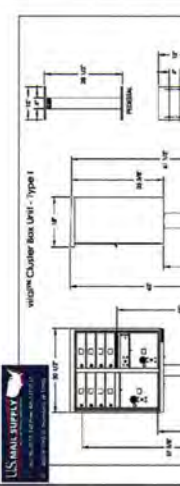
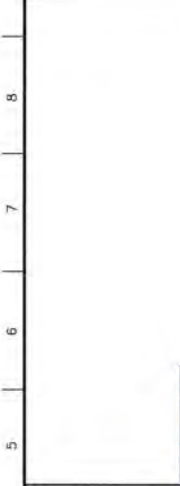
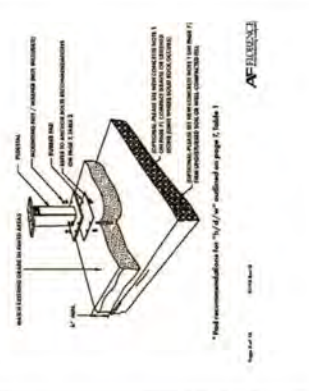
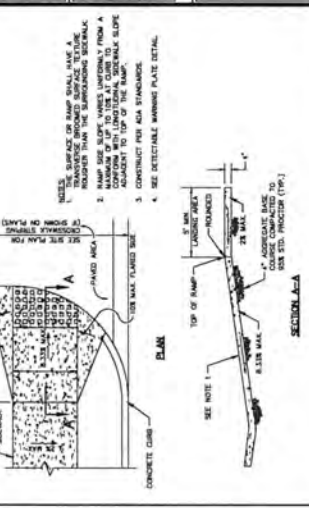
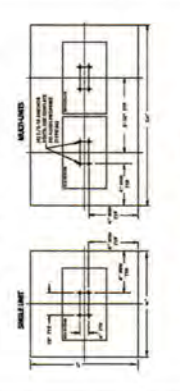
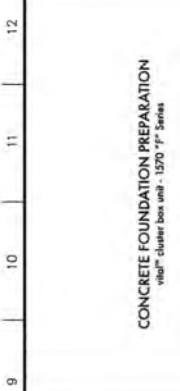
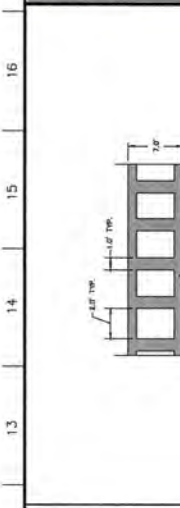
NOTE: QUANTITIES ARE BASED ON THE CONTRACTOR'S FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE QUANTITIES AND REPORT TO THE DISTRICT ENGINEER.

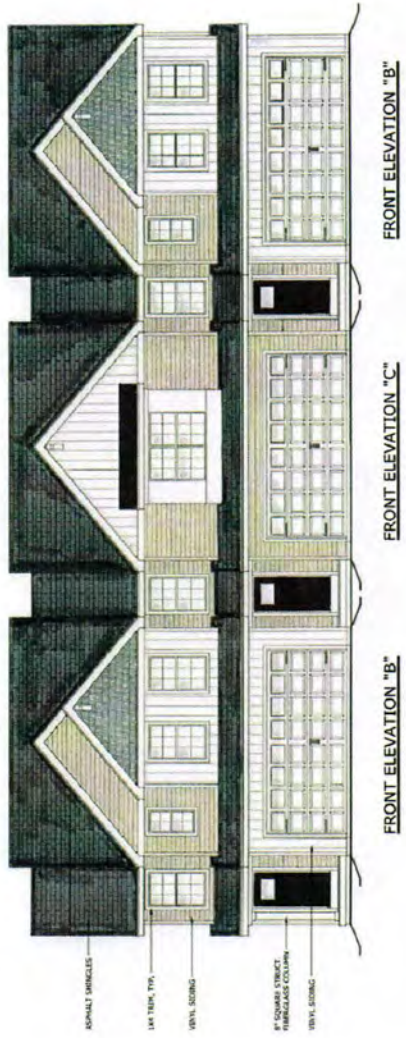
CURVE TABLE

CURVE #	MC LENGTH	RADIUS	ARC LENGTH	CHORD LENGTH
C1	208.81	8721.91	1887.17	2065.68
C2	231.7	8363.00	1872.46	2017.17
C3	264.88	7483.00	1922.41	2072.22
C4	298.06	6723.00	1972.41	2127.27
C5	331.24	6063.00	2022.41	2182.32
C6	364.42	5403.00	2072.41	2237.37
C7	397.60	4743.00	2122.41	2292.42
C8	430.78	4083.00	2172.41	2347.47
C9	463.96	3423.00	2222.41	2402.52
C10	497.14	2763.00	2272.41	2457.57
C11	530.32	2103.00	2322.41	2512.62
C12	563.50	1443.00	2372.41	2567.67
C13	596.68	783.00	2422.41	2622.72
C14	629.86	123.00	2472.41	2677.77
C15	663.04	157.00	2522.41	2732.82
C16	696.22	191.00	2572.41	2787.87
C17	729.40	225.00	2622.41	2842.92
C18	762.58	259.00	2672.41	2897.97
C19	795.76	293.00	2722.41	2953.02
C20	828.94	327.00	2772.41	3008.07
C21	862.12	361.00	2822.41	3063.12
C22	895.30	395.00	2872.41	3118.17
C23	928.48	429.00	2922.41	3173.22
C24	961.66	463.00	2972.41	3228.27
C25	994.84	497.00	3022.41	3283.32
C26	1028.02	531.00	3072.41	3338.37
C27	1061.20	565.00	3122.41	3393.42
C28	1094.38	599.00	3172.41	3448.47
C29	1127.56	633.00	3222.41	3503.52
C30	1160.74	667.00	3272.41	3558.57
C31	1193.92	701.00	3322.41	3613.62
C32	1227.10	735.00	3372.41	3668.67
C33	1260.28	769.00	3422.41	3723.72
C34	1293.46	803.00	3472.41	3778.77
C35	1326.64	837.00	3522.41	3833.82
C36	1359.82	871.00	3572.41	3888.87
C37	1393.00	905.00	3622.41	3943.92
C38	1426.18	939.00	3672.41	3998.97
C39	1459.36	973.00	3722.41	4054.02
C40	1492.54	1007.00	3772.41	4109.07
C41	1525.72	1041.00	3822.41	4164.12
C42	1558.90	1075.00	3872.41	4219.17
C43	1592.08	1109.00	3922.41	4274.22

DEVELOPER:
 HAWTHORNE GROVE L.L.C.
 3515 S. SPELDEL LANE
 TRUESDALE, MO 63385

DESIGNER:
 CHRYAN CIVIL ENGINEERING
 838-332-0294 (MO)
 838-332-0293 (IL)
 838-332-0292 (KS)
 838-332-0291 (LA)
 838-332-0290 (TX)
 838-332-0289 (OK)
 838-332-0288 (TN)
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 838-332-0281 (MD)
 838-332-0280 (DC)



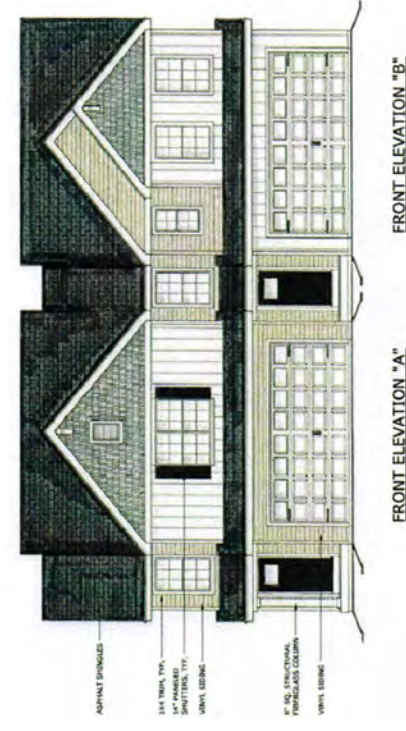


FRONT ELEVATION "B"

FRONT ELEVATION "C"

FRONT ELEVATION "B"

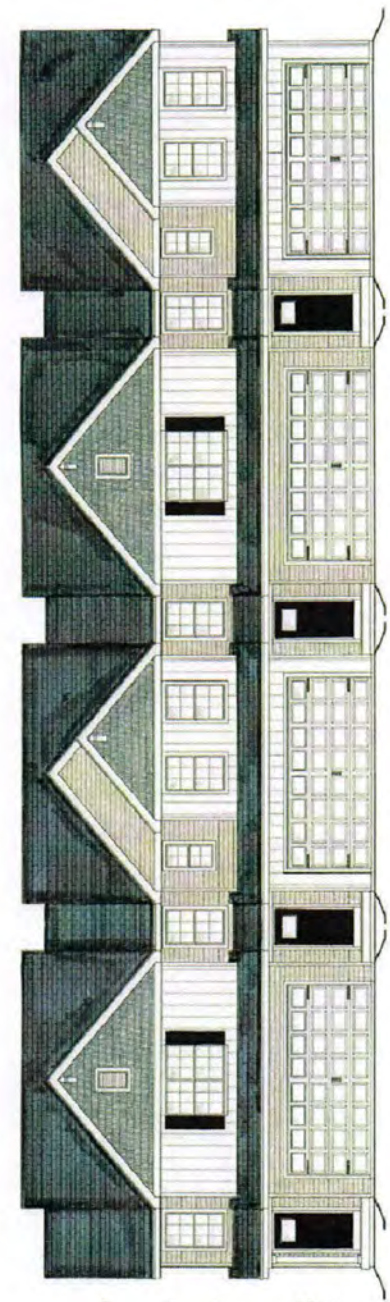
ASPHALT SHINGLES
 1/4" TYP. TPX
 VINYL SIDING
 8" SQUARE STREET FIBERGLASS COLUMN
 VINYL SIDING



FRONT ELEVATION "B"

FRONT ELEVATION "A"

ASPHALT SHINGLES
 1/4" TYP. TPX
 1/4" PINKED SHUTTERS, TPX
 VINYL SIDING
 8" SQ. STRUCTURAL FIBERGLASS COLUMN
 VINYL SIDING



FRONT ELEVATION "B"

FRONT ELEVATION "A"

FRONT ELEVATION "B"

FRONT ELEVATION "A"

ASPHALT SHINGLES
 1/4" TYP. TPX
 VINYL SIDING
 8" SQUARE STREET FIBERGLASS COLUMN
 VINYL SIDING

Section 400.220. "C-2" General Business District.¹ [R.O. 2011 § 400.220; R.O. 2009 § 156.033; CC 1981 § 30-34; Ord. No. 77-31, 7-5-1977 ; Ord. No. 79-38, 5-2-1979 ; Ord. No. 79-85, 8-29-1979 ; Ord. No. 82-29, 4-21-1982 ; Ord. No. 89-36, 2-23-1989 ; Ord. No. 90-188, 7-18-1990 ; Ord. No. 91-115, 6-4-1991 ; Ord. No. 94-230, 9-7-1994 ; Ord. No. 96-46, 2-21-1996 ; Ord. No. 98-209, 5-15-1998 ; Ord. No. 99-53, 2-4-1999 ; Ord. No. 99-205, 6-3-1999 ; Ord. No. 99-288, 8-17-1999 ; Ord. No. 00-78, 4-5-2000 ; Ord. No. 01-71, 4-18-2001 ; Ord. No. 01-156, 7-19-2001 ; Ord. No. 02-130, 5-28-2002 ; Ord. No. 04-176, 8-4-2004 ; Ord. No. 05-65, 3-7-2005 ; Ord. No. 06-273, 9-27-2006 ; Ord. No. 06-357, 12-20-2006 ; Ord. No. 08-123, 6-18-2008 ; Ord. No. 09-47, 3-20-2009 ; Ord. No. 09-227, 12-10-2009 ; Ord. No. 10-115 § 1, 6-9-2010 ; Ord. No. 10-244 § 1, 11-18-2010 ; Ord. No. 11-106 § 3, 6-9-2011]

- A. Purpose. The purpose of the "C-2" General Business District is to provide sufficient space in appropriate locations for a variety of commercial and service activities generally serving a wide area and located particularly along certain existing major thoroughfares where a general mixture of commercial and service activity now exists, but which uses are not characterized by warehousing, frequent heavy trucking activity, open storage of material or the nuisance factors of dust, odor and noise associated with manufacturing.
- B. Permitted Uses. A building or land in a "C-2" District shall be used only for the following purposes: [**Ord. No. 18-283, 12-18-2018**]
1. Any use permitted in the "O-I" Office Institution District or "C-1" Neighborhood Business District.
 2. Ambulance services, public or private.
 3. Amusement places, including dance halls and similar activities, subject to applicable City regulations. [**Ord. No. 22-088, 7-12-2022**]
 4. Archery ranges, provided that such range is approved by the Chief of Police.
 5. Building contractor establishment; outside storage shall be prohibited.
 6. One (1) dwelling unit is permitted above the first floor.
 7. Dry cleaning or laundry establishment. [**Ord. No. 22-088, 7-12-2022**]
 8. Equipment rental and leasing services, including lawn mower, yard and garden equipment, trailers (not mobile homes) and other such items, provided storage is within a completely enclosed building unless otherwise allowed through the conditional use process.
 9. Exterminators; outside storage of chemicals shall be prohibited.
 10. Hotels, motels or motor court/lodges, bed-and-breakfast establishments and inns. [**Ord. No. 22-088, 7-12-2022**]
 11. Meeting facility. [**Ord. No. 21-016, 1-19-2021** ²]

1. Cross Reference: As to penalty, § 400.1890.

2. Editor's Note: This ordinance provided for the redesignation of former Subsection (B)(11) through (14) as Subsection (B)(12) through (15), respectively.

12. Motor Vehicle Repair. Wrecked, disabled or inoperable motor vehicles shall not be stored anywhere on the property for more than thirty (30) days. Examples of permitted uses are tire repair and replacement, motor vehicle engine repair, muffler shops, body shops and motor vehicle paint shops. [**Ord. No. 18-284, 12-18-2018 ; Ord. No. 22-088, 7-12-2022**]
 13. Plumbing, heating and air-conditioning shop, upholstering shop (not involving furniture manufacture), appliance repairs and general service and repair establishments similar in character to those listed in this item. No outside storage of material is permitted.
 14. Recreational uses, outdoor.
 15. Schools for industrial training, trade or business.
- C. Conditional Uses. [**Ord. No. 14-113 § 1, 5-20-2014 ; Ord. No. 18-283, 12-18-2018 ; Ord. No. 21-078, 5-18-2021**]
1. The following uses may be permitted in the "C-2" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Any conditional use permitted in the "C-1" Neighborhood Business District unless otherwise permitted by the "C-2" District.
 - b. Indoor firearm ranges.
 - (1) Conditional Use Regulations.
 - (a) An indoor firearm range facility must be designed to offer a completely controlled shooting environment that includes impenetrable walls, floor and ceiling, adequate ventilation and lighting systems and acoustical treatment for sound attenuation suitable for the range's approved use.
 - (b) Noise levels at the nearest residential property line to an indoor firearm range shall not exceed thirty-five (35) decibels.
 - (c) Noise levels at the nearest commercial property line to an indoor firearm range shall not exceed forty-five (45) decibels.
 - (d) An indoor firearm range shall not operate between the hours of 10:00 P.M. and 7:00 A.M.
 - (e) An indoor firearm range must be authorized in writing by the Chief of Police and Building Code Official.
 - (f) The construction and operation of an indoor firearm range must comply with all State and Federal regulations.
 - c. Motor vehicle sales and rentals, new and used and temporary motor vehicle storage.
 - (1) Conditional Use Regulations.

- (a) The setback of any overhead canopy or similar structure shall be a minimum of ten (10) feet from all street rights-of-way lines, a minimum of twenty (20) feet from all residentially zoned property lines and shall be a minimum of five (5) feet from all other property lines. The total height of any overhead canopy or similar structure shall not exceed twenty (20) feet as measured to the highest part of the structure. The setback requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of said setback will cause an undue burden on the ability to effectively use the property.
 - (b) All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material which is designed to meet the requirements of a minimum four-ton axle load.
 - (c) The facility shall provide a minimum six-foot-high, solid, earth-tone-color, vinyl fence with a combination of shrubs [eighteen (18) inches to twenty-four (24) inches tall or three (3) feet to four (4) feet wide at the time of planting], understory trees [six (6) feet to eight (8) feet tall at the time of planting] and canopy trees [two and one-half (2 1/2) inches to three (3) inches caliper at the time of planting] as recommended by the Planning and Zoning Commission and approved by the City Council along all borders of the property directly abutting a residentially zoned property. These requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of the setback will cause an undue burden on the ability to effectively use the property.
- d. Microbreweries, brew pubs, craft distilleries, bars and wineries. [**Ord. No. 22-088, 7-12-2022**]
- (1) Conditional Use Regulations. Due to the potential negative secondary effects of the location and operations of establishments that predominantly sell intoxicating beverages, the City Council may place additional regulations on these uses to reduce or eliminate these effects, including, but not limited to, hours of operation, separation and location restrictions, noise levels, and the manner of operation.
- e. Shipping container structures. [**Ord. No. 21-019, 2-2-2021** ³]
- (1) Conditional Use Regulations.
 - (a) Shipping container structures shall be painted or treated so as to prevent rust. [**Ord. No. 22-088, 7-12-2022**]

3. Editor's Note: This ordinance redesignated former Subsection (C)(1)(e) through (g) as Subsection C(1)(f) through (h), respectively.

- (b) Shipping container structures shall be affixed to a permanent foundation. **[Ord. No. 22-088, 7-12-2022]**
 - (c) Shipping container structures shall be certified by a Missouri licensed professional engineer as structurally sound, shall be fully compliant with Chapter 500, and shall be a permanent structure. **[Ord. No. 22-088, 7-12-2022]**
 - (d) This Subsection shall not supersede the availability of temporary commercial storage containers permitted via Section 400.520.
 - f. Secondhand sales.
 - g. Taxicab stations and stands.
 - h. Taxidermy.⁴
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- D. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "C-2" District:
- 1. Minimum lot area: ten thousand (10,000) square feet.
 - 2. Minimum lot width at the building line: none.
 - 3. Minimum lot depth: none.
 - 4. Maximum height of building: three (3) stories or forty-five (45) feet.

"GPRS" bonus:

All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential zoning district.
 - 5. Minimum setbacks measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.

"GPRS" bonus:

Tiers 1 and 2: twenty (20) feet.

Tier 3: fifteen (15) feet.
 - b. Side yard setback: none, except twenty (20) feet when abutting a residential district.

"GPRS" bonus:

4. Editor's Note: Former Subsection (C)(1)(i), regarding any permitted use that applies for a liquor license, was repealed 7-12-2022 by Ord. No. 22-088.

All tiers: none, except twenty (20) feet when abutting a residential district.

- c. Rear yard setback: none, except twenty (20) feet when abutting a residential district.

"GPRS" bonus:

All tiers: none, except twenty (20) feet when abutting a residential district.

6. Maximum floor area in square feet: none.
7. Public Utilities. Requirements are contained in Section 400.610.
8. Off-Street Parking And Loading.
 - a. No parking shall be permitted in a required front yard.
 - b. Additional requirements are contained in Article V, Division 1, Parking.
9. Protective Screening.
 - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
 - b. Where a "C-2" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least twenty (20) feet in width shall be provided and maintained along the appropriate property line by the users of the "C-2" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The twenty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:
 - (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening; or
 - (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

- c. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage, unless screened from the street, adjacent properties or any residential district by fences or walls as approved by the Planning and Zoning Commission.

Section 400.170. "R-3A" Multiple-Family Residential District. [R.O. 2011 § 400.170; R.O. 2009 § 156.028; CC 1981 § 30-29; Ord. No. 77-31, 7-5-1977; Ord. No. 82-29, 4-21-1982; Ord. No. 90-188, 7-18-1990; Ord. No. 98-209, 5-15-1998; Ord. No. 99-53, 2-4-1999; Ord. No. 99-205, 6-3-1999; Ord. No. 99-344, 10-7-1999; Ord. No. 04-176, 8-4-2004; Ord. No. 10-244 § 1, 11-18-2010]

- A. Purpose. The purpose of the "R-3A" Multiple-Family Residential District is to provide for a variety of housing types and residential densities as might be appropriate for row houses, garden apartments or townhouse developments in areas appropriately located for such use, which areas are well located with respect to major thoroughfares, shopping facilities and centers of employment.
- B. Permitted Uses. A building or land in the "R-3A" District shall be used only for the following purposes:
1. Any use permitted in the "R-1C," "R-1D" and "R-1E" Single-Family Residential District.
 2. Any use permitted in the "R-2" Two-Family Residential District.
 3. Apartment buildings, residential condominiums, townhouses, row houses and other types of multiple-family dwellings.
 4. Senior Housing Facilities. **[Ord. No. 15-069 § 2, 4-21-2015]**
- C. Permitted Accessory Uses. The following accessory uses are permitted in the "R-3A" District:
1. Any accessory use permitted in the "R-1C," "R-1D," "R-1E" and "R-2" residential districts.
 2. A laundry room for use of occupants of a multiple-family dwelling development.
 3. An office located in a main building for administration of a multiple-family development containing ten (10) or more dwelling units.
 4. Coin-operated vending machines for candy, tobacco, ice, soft drinks and sundries located inside a building and for the use of occupants of a multiple-family dwelling development.
 5. Club and recreational facility for use of occupants of a multiple-family development.
- D. Conditional Uses.
1. The following uses may be permitted in the "R-3A" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Conditional uses in any "R-1" or "R-2" zoning district.
 - b. Congregate care facilities.

- c. Hospitals and orphanages, subject to the requirements of Section 400.440.
 - d. Store for sale of food and sundries, not exceeding one thousand (1,000) square feet of total floor area, inside a multiple-family dwelling development and primarily for the convenience of residents of a multiple-family development.
 2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "R-3A" District:
 1. Minimum lot area: ten thousand (10,000) square feet.
 2. Minimum lot width:
 - a. Minimum width at the building line: seventy-five (75) feet.
 - b. Minimum street frontage: twenty-five (25) feet.
 3. Minimum lot depth: one hundred twenty-five (125) feet.
 4. Maximum height of building: three (3) stories or forty-five (45) feet.
 5. Minimum setback requirements measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.
 - b. Side yard setback: seven (7) feet.
 - c. Rear yard setback: twenty-five (25) feet.
 - d. Minimum horizontal distance between buildings on the same lot: thirty (30) feet.
 6. Maximum Lot Coverage. Not more than forty percent (40%) of the lot area shall be covered by the principal buildings and accessory structures.
 7. Residential Density. The density shall not exceed eighteen (18.0) dwelling units per acre (DU/A).
 8. Protective Screening. All exterior solid waste containers and container racks or stands for a multiple-family dwelling shall be screened from public view by an enclosure which complies with the requirements contained in Section 400.965(B)(4).
 9. Public Utilities. Requirements are contained in Section 400.610.
 10. Off-Street Parking And Loading. Requirements are contained in Article V, Division 1, Parking.

Bill No. 14046

Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "C-2" GENERAL BUSINESS DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENCE DISTRICT A 1.57 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT THE SOUTHEAST CORNER OF MUEGGE ROAD AND SOUTH OLD HIGHWAY 94.

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 December 8, 2025, meeting and made a favorable recommendation (7 in favor, 2 abstained, 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 1.57 acre (more or less) tract of land located at the southeast corner of Muegge Road and South Old Highway 94 is rezoned from St. Charles County Zoning District "R1E" Single-Family Residence District to St. Charles City Zoning District "C-2" General Business 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. 14046

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/17/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



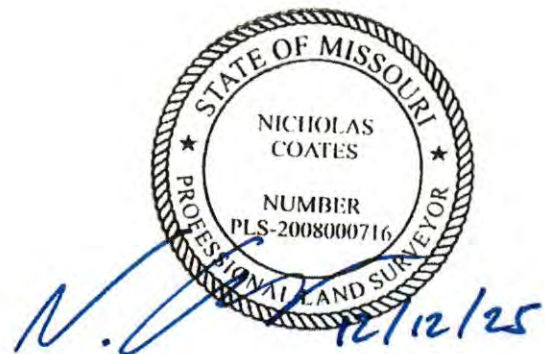


St. Louis | Kansas City | Union | Wentzville | Ozark | Osage Beach | Farmington

COMMERCIAL LOT DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 8, OF BLOCK 8, OF STEEN AND CUNNINGHAMS SUBDIVISION OF A PART OF THE COMMONS OF ST. CHARLES IN US SURVEY 3280, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, DRAWER E-2 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION , SAID POINT ALSO BEING ON THE CENTERLINE OF HEMSATH ROAD, A 40 FOOT WIDE PUBLIC ROAD; THENCE NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 160.43 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT 2022R-061669 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 32 DEGREES 47 SECONDS 40 SECONDS WEST 182.32 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT 2021R-016597 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG SAID SOUTH LINE NORTH 64 DEGREES 08 MINUTES 50 SECONDS EAST 47.50 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 210.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 65 DEGREES 07 MINUTES 42 SECONDS WEST 189.39 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED HEMSATH ROAD; THENCE ALONG SAID EAST LINE NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 139.13 FEET; THENCE NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 5.00 FEET; THENCE NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 136.74 FEET; THENCE NORTH 05 DEGREES 45 MINUTES 08 SECONDS EAST 52.98 FEET TO A POINT ON THE SOUTH LINE OF SOUTH OLD HIGHWAY 94, A PUBLIC ROAD OF VARIABLE WIDTH; THENCE ALONG SAID SOUTH LINE NORTH 73 DEGREES 31 MINUTES 49 SECONDS EAST 20.00 FEET; THENCE NORTH 18 DEGREES 09 MINUTES 12 SECONDS WEST 10.00 FEET; THENCE NORTH 57 DEGREES 12 MINUTES 19 SECONDS EAST 21.89 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 48 SECONDS EAST 107.05 FEET; THENCE NORTH 79 DEGREES 44 MINUTES 47 SECONDS EAST 63.30 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 21 DEGREES 44 MINUTES 45 SECONDS EAST 297.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 68231 SQUARE FEET, OR 1.57 ACRES ACCORDING TO CALCULATIONS MADE BY COCHRAN ENGINEERING DURING DECEMBER, 2025.



RCA FORM (OFFICE USE ONLY)

Bill # 14047

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 5 upon annex

Sponsor(s): Denise Mitchell

Description:

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.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to establish zoning for 5.0 acres of a 6.57-acre tract 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. Establishing R-3A zoning upon annexation is compatible with the surrounding development pattern and helps close a remaining pocket of unincorporated county within the City. A 34-unit townhouse development is associated with the proposed zoning, with a preliminary plat also on the January 6, 2026 City Council agenda (SUB-2025-04). If approved, the property would comply with the regulations of the R-3A Multiple Family Residential District.

The Planning and Zoning Commission held a public hearing on this item at their December 8, 2025 meeting where the applicant spoke and there were 3 speakers from the public with general questions/concerns regarding existing utilities and other project specifics. The Commission voted 7 in favor, 2 abstained, 0 opposed to forward the application to the City Council with a favorable recommendation, subject to the attached condition.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #9, 10, & 11

**STAFF REPORT
CASE NO. Z-2025-11, Z-2025-12, & SUB-2025-04
HAWTHORNE GROVE – PRELIMINARY PLAT**

**DECEMBER 8, 2025
BY MADELYN P. BROWN**

OWNER/APPLICANT: WOCO Partners LLC
2299 S Spoede Lane
Truesdale, MO 63380

ADDRESS/LOCATION: The property is generally located at the southeast corner of Muegge Road and S. Old Highway 94 - Ward 5 upon annexation & rezoning

ACREAGE: Overall 6.57 (more or less)

EXISTING ZONING: St. Charles County “R1E” Single Family Residence

REQUESTED ZONING: 1st C-2 General Business District (Z-2025-11)
2nd R-3 Multiple Family Residential District (Z-2025-12)

SURROUNDING ZONING:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	R-1C Single Family Residential	Meeting Facility
South	C2 General Commercial District (County)	Commercial
East	R1E Single-Family Residential District (County)	Single-Family Dwelling
West	R1E Single-Family Residential District (County)	Single-Family Dwelling

REQUEST

The applicant has submitted three (3) applications for a commercial and residential development within the City of St. Charles:

1. To annex and establish zoning for 1.57 acres of an overall 6.57 acre tract of land from St. Charles County “R1E” Single Family Residence to the City of St. Charles “C-2” General Business District (Z-2025-11).
2. To annex and establish the zoning for 5.0 acres of an overall 6.57 acre tract of land, from St. Charles County “R1E” Single Family Residence to the City of St. Charles “R-3A” Multiple-Family Residential District (Z-2025-12).
3. A preliminary plat to construct thirty-four (34) attached townhomes with common ground

on the 5.0 acre tract proposed to be zoned R-3A Multiple-Family Residential District (SUB-2025-04).

This report will analyze the appropriateness of each application.

The attached Preliminary Plat (SUB-2025-04) identifies two (2) parcels, one (1) proposed commercial lot with uses available within C-2 General Business District, such as general retail, a restaurant and a coffee shop, and a proposed multi-family residential development containing 34 attached townhome buildings (7 units per acre – 18 units per acre is allowed via the requested zoning).

BACKGROUND

The R-3A District is designed for multi-family developments under single ownership, such as apartments or condominium projects 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). It does not provide standards for fee-simple townhomes subdivided into individual lots unless they meet the minimum lot standards of the R-3A district (see attached standards), even though townhouse dwellings are a permitted use. Similar individually owned townhouse projects in the City have been approved through Planned Development Residential (PD-R) zoning, such as Oakleigh Park (2021).

For this development, staff identified two (2) pathways:

1. Rezone to PD-R with an underlying R-3A district; or
2. Maintain straight R-3A zoning and seek variances through the Board of Adjustment.

Through review, staff and the applicant determined that retaining straight R-3A zoning and pursuing the necessary variances is the most appropriate approach. The applicant did explore a PD-R zoning alternative to avoid variances from R-3A standards; however, the PD option would have required landscape buffers that cannot be accommodated on this site and would have resulted in even greater variances. The applicant has requested three (3) variances for the residential portion of the project: reducing the minimum lot width from 75 feet to 26 feet; reducing the minimum lot depth for Lots 31–34 from 125 feet to 98.7 feet; and reducing the minimum side yard setback from 7 feet to 0 feet. These variances were originally scheduled for Board of Adjustment review on December 1, 2025 but were postponed due to the cancelation of the meeting based on City Hall being closed from inclement weather and are now scheduled for the January 5, 2026 meeting. While BOA action typically precedes the Planning and Zoning Commission review, the delay was outside the applicant's control; therefore, the preliminary plat is being presented to Planning and Zoning Commission first. A condition has been added stating that preliminary plat approval is contingent upon approval of all three (3) variances.

ANALYSIS OF ANNEXATION/ESTABLISHMENT OF ZONING **(Z-2025-11 & Z-2025-12)**

The 6.57 acre tract currently consists of a single parcel that the applicant proposes to divide into a 1.57 acre commercial lot and a 5.0-acre residential lot as part of an annexation request. The 1.57 acre parcel is proposed to be zoned C-2 General Commercial District upon annexation, while the 5.0 acre parcel is proposed to be zoned R-3A Multiple-Family Residential District to accommodate

an attached townhome development.

C-2 Zoning Analysis (Z-2025-11)

As shown on Figure 1, below on Page 4, the proposed 1.57 acre commercial parcel is directly adjacent to C-2 zoned properties, and the South Old Highway 94 corridor contains a mix of commercial and residential uses. The yellow and brown shading indicate residential zoning/uses, the pink and red indicate commercial, and the grey indicates industrial. Although a specific future use has not been identified, all permitted and conditionally permitted uses within the C-2 District would apply (see attached district regulations). Establishing C-2 zoning upon annexation is compatible with the surrounding development pattern and supports closing a remaining pocket of unincorporated county within the City. If developed for commercial purposes, a future site plan requiring City review, would be required prior to development.

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 closest to Activity Center #4 (Page Avenue/ Highway 94). This Activity Center includes a mix of uses; residential, commercial, and industrial uses on both sides of Capitol Drive. Given the established commercial zoning in this area, assigning a C-2 zoning designation is appropriate and fits well within the existing development pattern.

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 establishment of zoning to C-2 General Commercial District.

R-3A Zoning Analysis (Z-2025-12)

Also shown on Figure 1, below on Page 4, the proposed R-3A zoning for the remaining 5.0 acres aligns with adjacent residential zoning and land uses under both City of St. Charles and St. Charles County jurisdictions. This portion of the property also lies within the mixed-use South 94 corridor, where residential and commercial uses are located in close proximity. The requested R-3A designation is therefore appropriate for the planned attached townhome development and facilitates the incorporation of this unincorporated area into the City.

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 closest to Activity Center #4 (Page Avenue/ Highway 94). As indicated above, this Activity Center is mixed use adjacent to First Capitol Drive, with a mix of residential, commercial, and industrial uses located nearby to this center. These existing neighborhood conditions are well suited for a higher density, townhouse subdivision such as what is being proposed.

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 establishment of zoning to R-3A Multi-Family Residential District.

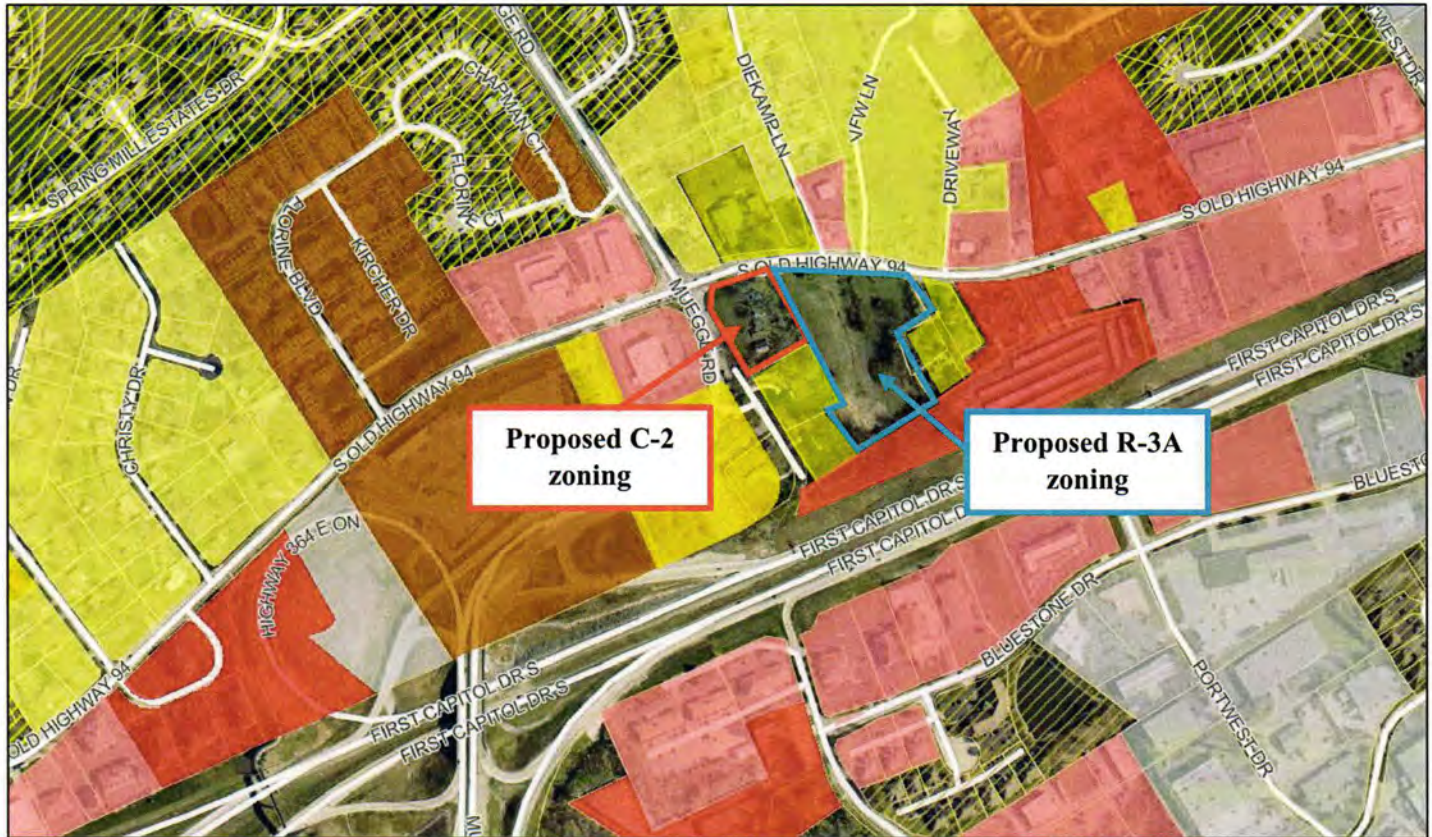


Figure 1: Area zoning map.

ANALYSIS OF THE PRELIMINARY PLAT **(SUB-2025-04)**

Overview

The Applicant has submitted a Preliminary Plat application for a new subdivision, consisting of thirty-four (34) attached townhomes with common ground under the R-3A zoning district. 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.

Density

The R-3A zoning district establishes a maximum density of 18 units per acre. Based upon this maximum, a total of 90 residential units could be permitted as part of this development. The submitted Preliminary Plat proposes a total of 34 units, with an overall density of 6.8 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. The proposed density is typical of this style of development and would be compatible within the mixed-use corridor at the corner of Muegge Road and South Old Highway 94.

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 two car garage located at the front of the dwelling along the access drive. Samples of the proposed elevations are illustrated in Figure 2, below. As attached single-family dwellings, the proposed structures are exempt from the masonry standards. The elevations have been included for reference only, and do not require approval from the Commission.



Figure 2: Elevations of the proposed structures.

Access/Transportation

A 26-foot wide public roadway (Hawthorne Grove Court) is proposed to access the majority of the townhome driveways, leading to the two-car garages and main entrances. Hawthorne Grove Court will end in a cul-de-sac with a mailbox cluster and four (4) parallel parking spaces to serve residents. Four (4) of the units will be accessed by an existing roadway, which is to be paved and also made a 26-foot wide public roadway (Hawthorne Trail). Each entrance to the subdivision is located along South Old Highway 94, with Hawthorne Grove Court towards the east and Hawthorne Trail to the West. 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.

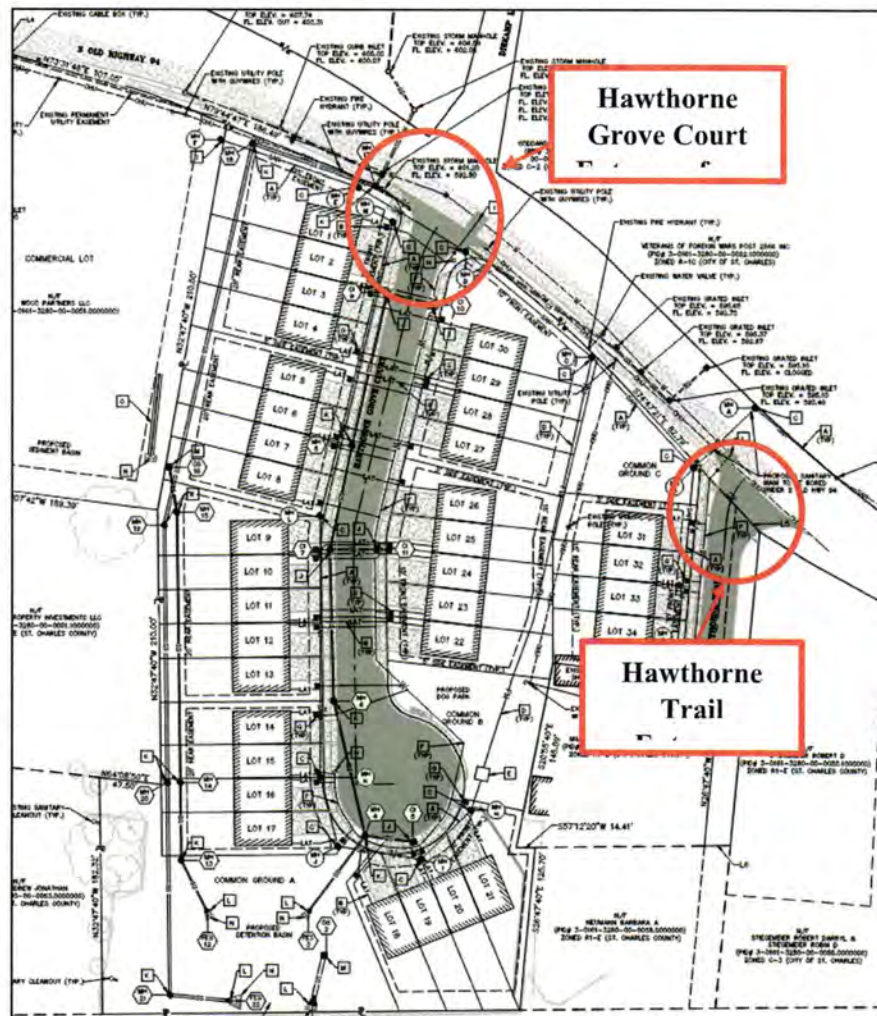


Figure 3: Proposed access points.

Open Space/Amenities/Landscaping

A total of 0.98 acres of common ground has been provided. The developer will also incorporate a dog park as an added amenity for residents. Additionally, a stormwater detention area is proposed at the southwestern portion of the site. While provided, minimum common open space is not a requirement of the R-3A zoning district.

The City's Tree Preservation Ordinance requires either preservation, replacement of at least 50% of all live trees ten (10) inches or greater in diameter breast height (DBH) on the development site or a payment into the tree fund to account for removal over 50%. Per the submitted plan, approximately 140 cumulative inches (DBH) of existing trees are proposed for removal, with 42 inches to remain (removal of more than 50% of existing mass). In order to achieve compliance with tree preservation standards, 28 trees are to be planted on site. The trees are proposed to be planted along the South Old Highway 94 frontage, within common ground, and along the frontages of units.

STAFF RECOMMENDATION

After review of the two (2) zoning requests (including the proposed preliminary plat), the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the annexation/establishment of zoning requests and preliminary plat are appropriate and are consistent with the zoning of the surrounding area. The Department of Community Development recommends that these requests be forwarded to the City Council with a favorable recommendation, subject to the condition on application SUB-2025-04, listed below:

1. Approval of the preliminary plat is contingent upon approval by the Board of Adjustment of all three variances associated with the project (minimum lot width, minimum lot depth for Lots 31-34, and minimum side yard setback).

Recommended Motions:

1. Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-11 and Z-2025-12.
2. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-11.
3. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-12.
4. Motion to forward a **favorable** recommendation of approval to the City Council for a new Preliminary Development Plat (Hawthorne Grove) per SUB-2025-04, subject to the condition recommended by staff.

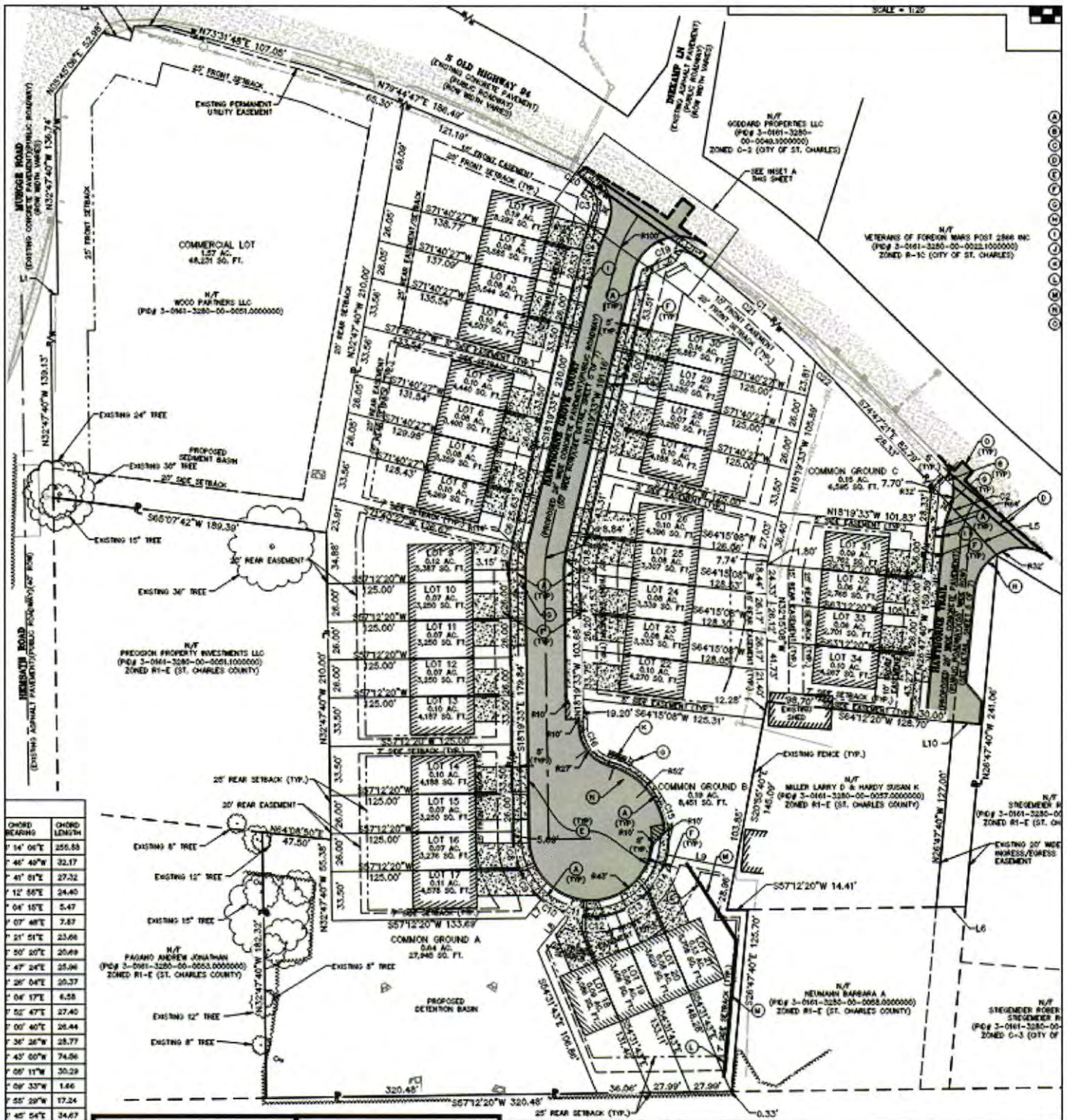


Figure 4: Submitted Site Plan.



Figure 5: Aerial view of subject property.

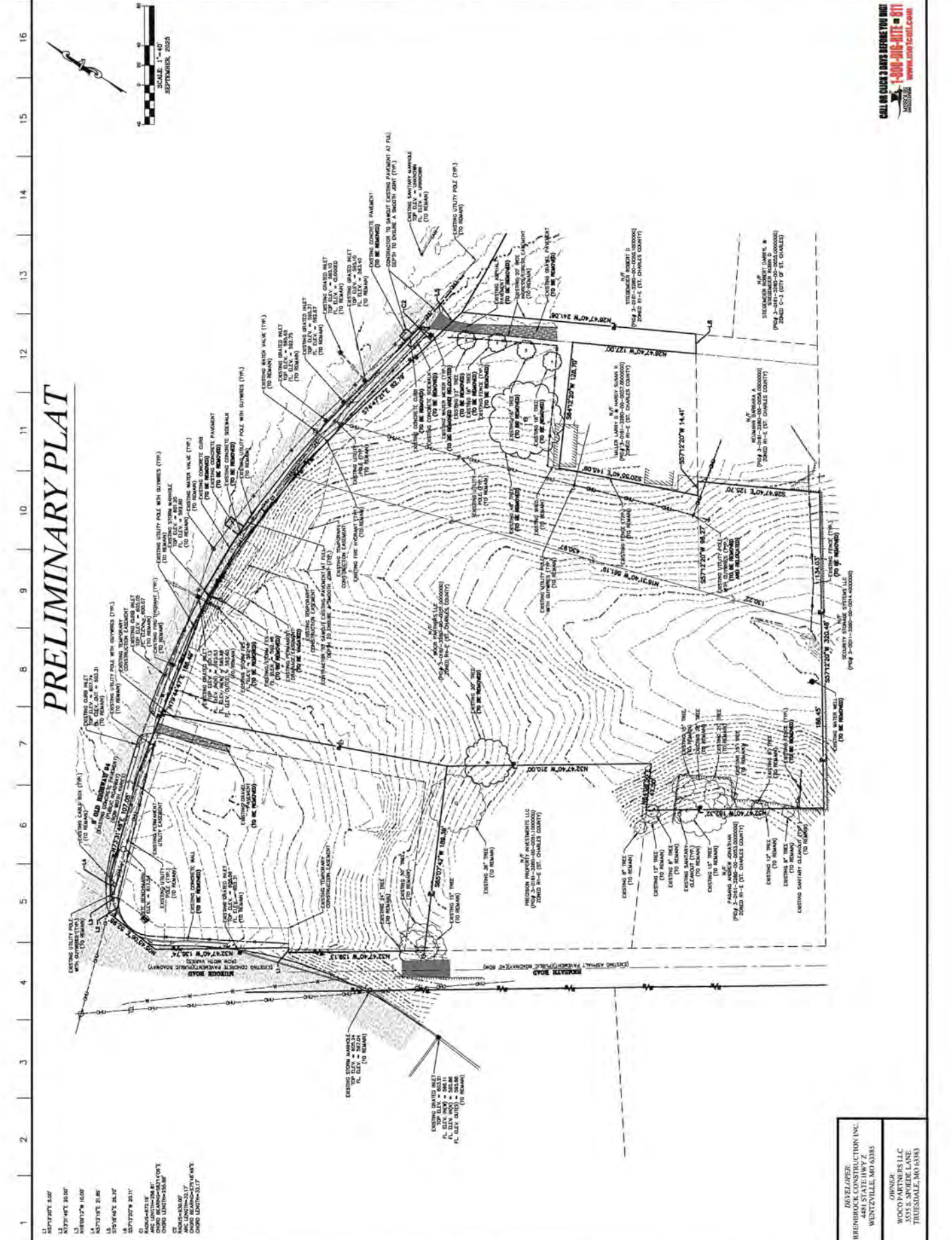
PRELIMINARY PLAT

OCHANN
 826-132-6274 (Mo.)
 826-227-7820 (Tn.)
 826-227-7820 (Ga.)
 826-227-7820 (Ky.)
 826-227-7820 (Va.)
 826-227-7820 (W. Va.)
 826-227-7820 (Ark.)
 826-227-7820 (La.)
 826-227-7820 (Miss.)
 826-227-7820 (Ala.)
 826-227-7820 (Fla.)
 826-227-7820 (S.C.)
 826-227-7820 (N.C.)
 826-227-7820 (S.D.)
 826-227-7820 (N.D.)
 826-227-7820 (Mont.)
 826-227-7820 (Del.)
 826-227-7820 (Md.)
 826-227-7820 (D.C.)
 826-227-7820 (Hawaii)
 826-227-7820 (Alaska)

PRELIMINARY PLAT
 HAWTHORNE GROVE
 ST. CHARLES, MISSOURI

PRELIMINARY PLAT - EXISTING CONDITIONS
 DATE: 09/27/23
 SHEET: 1 OF 7
 PROJECT: ST. CHARLES, MISSOURI
 CLIENT: PRECISION PROPERTY INVESTMENTS LLC
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PRELIMINARY PLAT - EXISTING CONDITIONS
 DATE: 09/27/23
 SHEET: 1 OF 7
 PROJECT: ST. CHARLES, MISSOURI
 CLIENT: PRECISION PROPERTY INVESTMENTS LLC
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

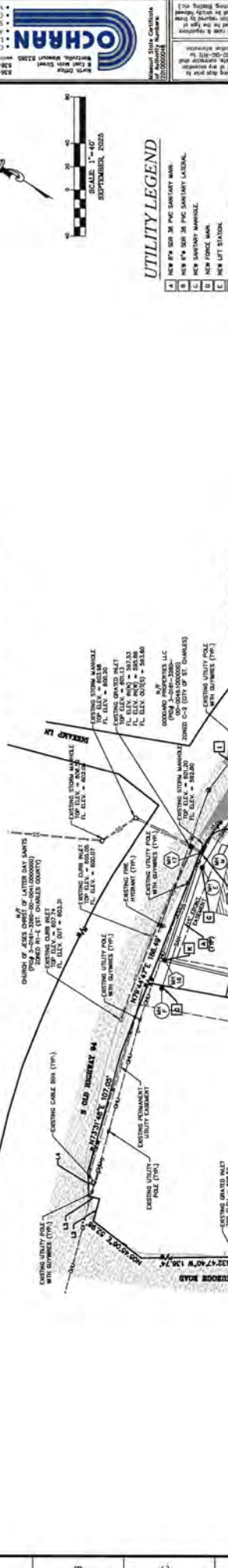


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PRECISION PROPERTY INVESTMENTS LLC
 484 STATE HWY Z
 WENTZVILLE, MO 63385
 PRECISION PROPERTY INVESTMENTS LLC
 3555 S. SPEDER LANE
 TRUESDALE, MO 63385

PRELIMINARY PLAT

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17



UTILITY LEGEND

NEW 8" SDR 35 PVC SANITARY MAIN
 NEW 8" SDR 35 PVC SANITARY LATERAL
 NEW SANITARY MANHOLE
 NEW FORCE MAIN
 NEW LIFT STATION
 NEW 8" CSDP PVC WATER MAIN
 NEW WATER METER/SERVICE LINE
 NEW FIRE HYDRANT
 CONNECT TO EXISTING WATER MAIN
 NEW STORM MANHOLE
 NEW FLARED END SECTION
 NEW OUTFALL STRUCTURE
 NEW 18" RCP MAN HOLE
 TEMPORARY SLOPE STRIKE



CORRAN
 832-322-3274 (MOBILE)
 832-322-3274 (HOME)
 832-322-3274 (FAX)
 832-322-3274 (TOLL FREE)
 832-322-3274 (INTERNET)
 832-322-3274 (EMAIL)

PLANNING
 10000000000000000000
 10000000000000000000
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PRELIMINARY PLAT
 HAWTHORNE GROVE
 ST. CHARLES, MISSOURI

PRELIMINARY PLAT - UTILITY PLAN
 DATE: 09/20/2025
 TIME: 11:40
 SHEET: 3 OF 7

NOTE: WATER MAINS DEEPER THAN THE MAXIMUM CURVE OF THE UTILITY LINE SHALL BE RESTRAINED BY MATERIAL.

NOTE: ALL UTILITY LINES SHALL BE INSTALLED IN "GRADE/PAVEMENT" UNLESS OTHERWISE NOTED.

NOTE: ALL WATER AND SANITARY CONNECTIONS ARE TO BE MADE TO EXISTING MAINS UNLESS OTHERWISE NOTED.

NOTE: ALL WATER PIPING TO BE INSTALLED IN "GRADE/PAVEMENT" UNLESS OTHERWISE NOTED.

NOTE: ALL WATER AND SANITARY CONNECTIONS ARE TO BE MADE TO EXISTING MAINS UNLESS OTHERWISE NOTED.

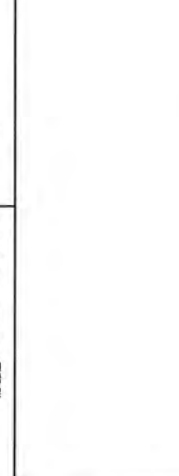
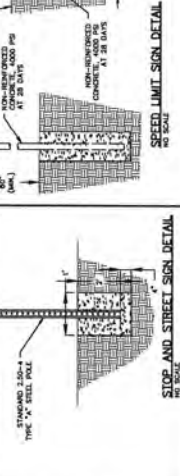
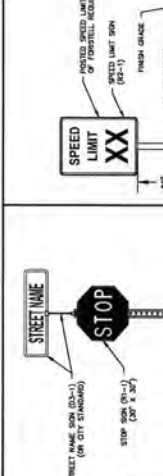
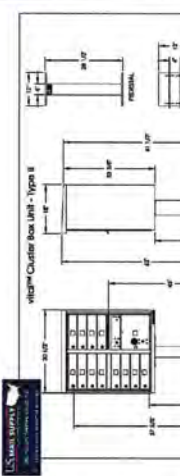
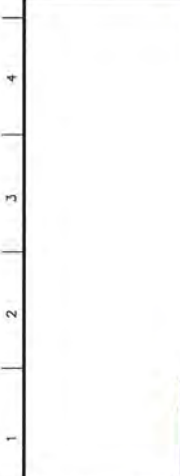
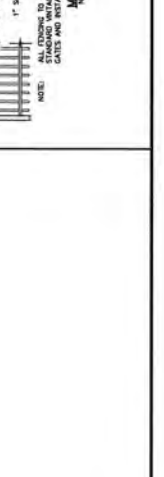
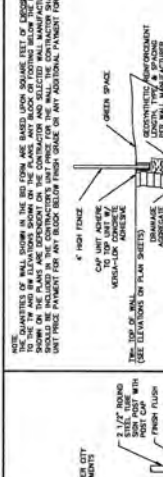
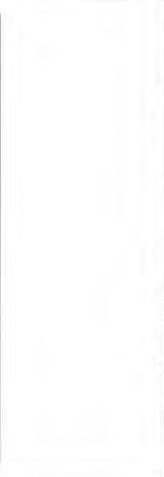
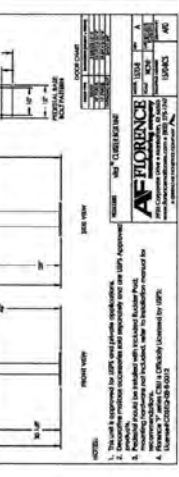
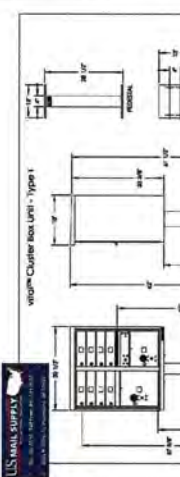
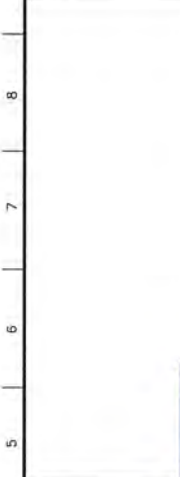
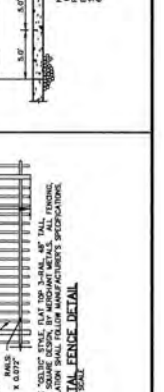
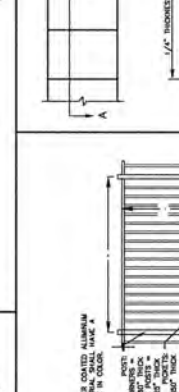
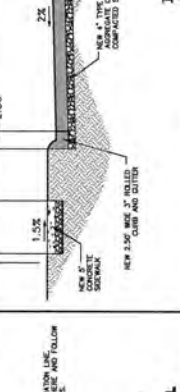
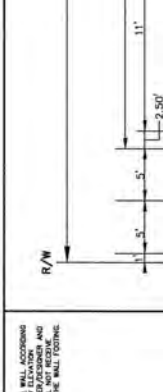
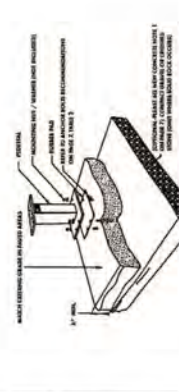
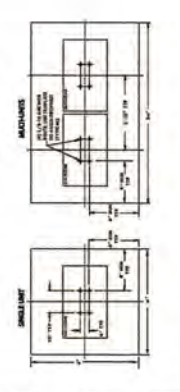
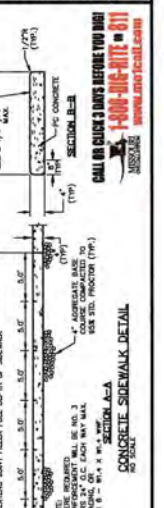
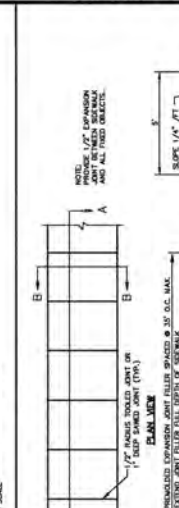
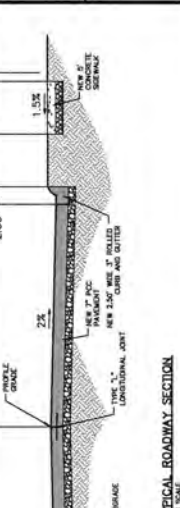
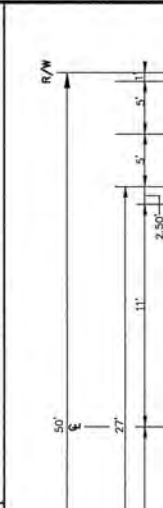
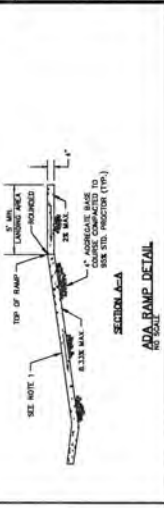
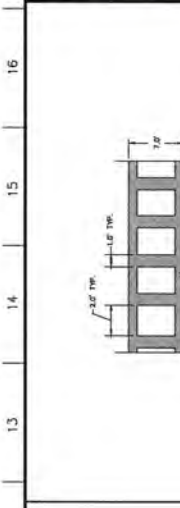
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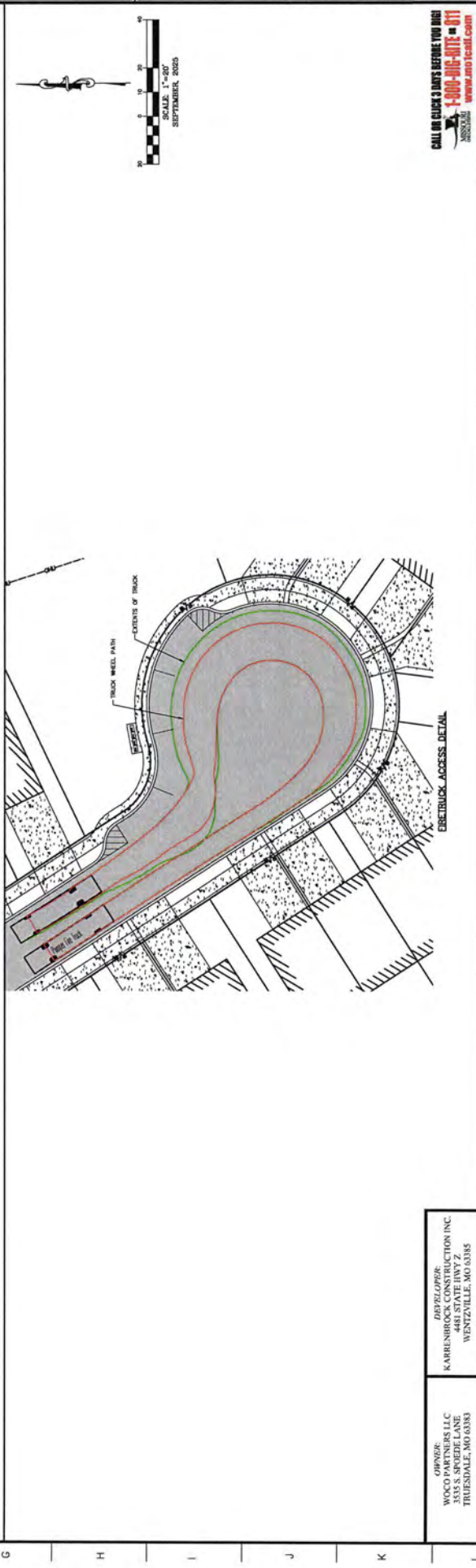
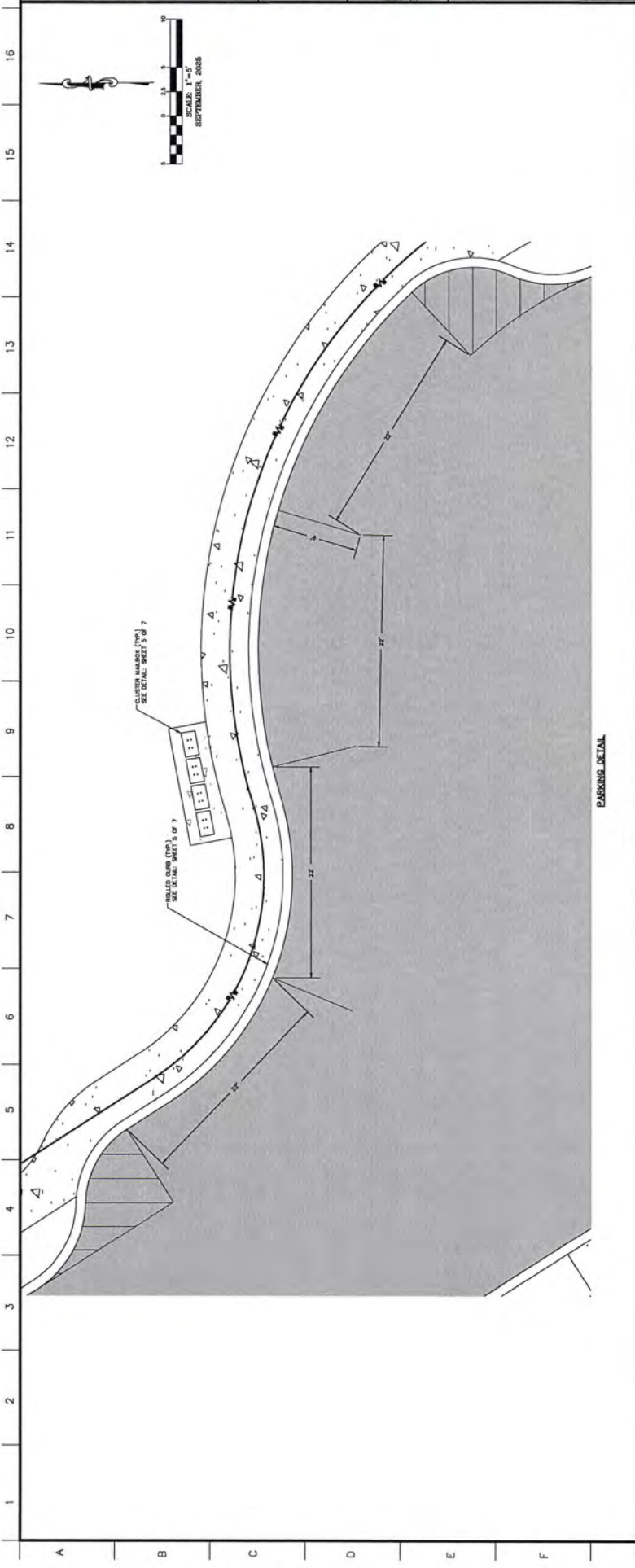
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L3	S57°07'13.04" W	10.00
L4	S57°18'48.52" W	20.00
L5	S57°18'48.52" W	20.00
L6	S57°18'48.52" W	20.00
L7	S57°18'48.52" W	20.00
L8	S57°18'48.52" W	20.00
L9	S57°18'48.52" W	20.00

CURVE #	ARC LENGTH (HUNDIS)	CHORD BEARING	CHORD LENGTH
C1	508.80	S21.74	508.80
C2	321.72	S30.03	321.72
C3	302.58	S36.08	302.58
C4	244.44	S50.08	244.44
C5	5.48	S10.00	5.48
C6	7.87	S10.00	7.87
C7	23.83	S10.00	23.83
C8	20.82	S45.00	20.82
C9	28.31	S45.00	28.31
C10	20.48	S45.00	20.48
C11	6.39	S45.00	6.39
C12	21.71	S45.00	21.71
C13	26.71	S45.00	26.71
C14	29.13	S45.00	29.13
C15	40.30	S45.00	40.30
C16	23.24	S45.00	23.24
C17	12.98	S45.00	12.98
C18	13.26	S45.00	13.26
C19	41.77	S45.00	41.77
C20	13.84	S75.15	13.84
C21	108.14	S75.15	108.14
C22	43.14	S75.15	43.14

DEVELOPER
 WOODS DEVELOPMENT, LLC
 3835 SPODE LANE
 TRUESDALE, MO 63383

ENGINEER
 KARENBERGER CONSULTING INC
 444 STATE HWY 2
 WENTZVILLE, MO 63385





DEVELOPER:
 KARBENBERG DEVELOPMENT, INC.
 4841 STATE HWY 7
 WENTZVILLE, MO 63385

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PRELIMINARY PLAT

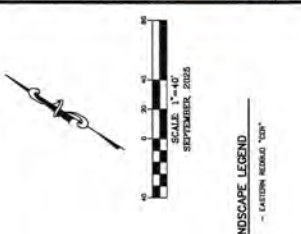
PRELIMINARY PLAT - LANDSCAPE PLAN

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

U23-074508
DATE
2025
SEPT. 2025
DATE
2025
DATE
2025
DATE
2025
DATE
2025

7 OF 7

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LANDSCAPE LEGEND
- CUSTOM ROAD '20'

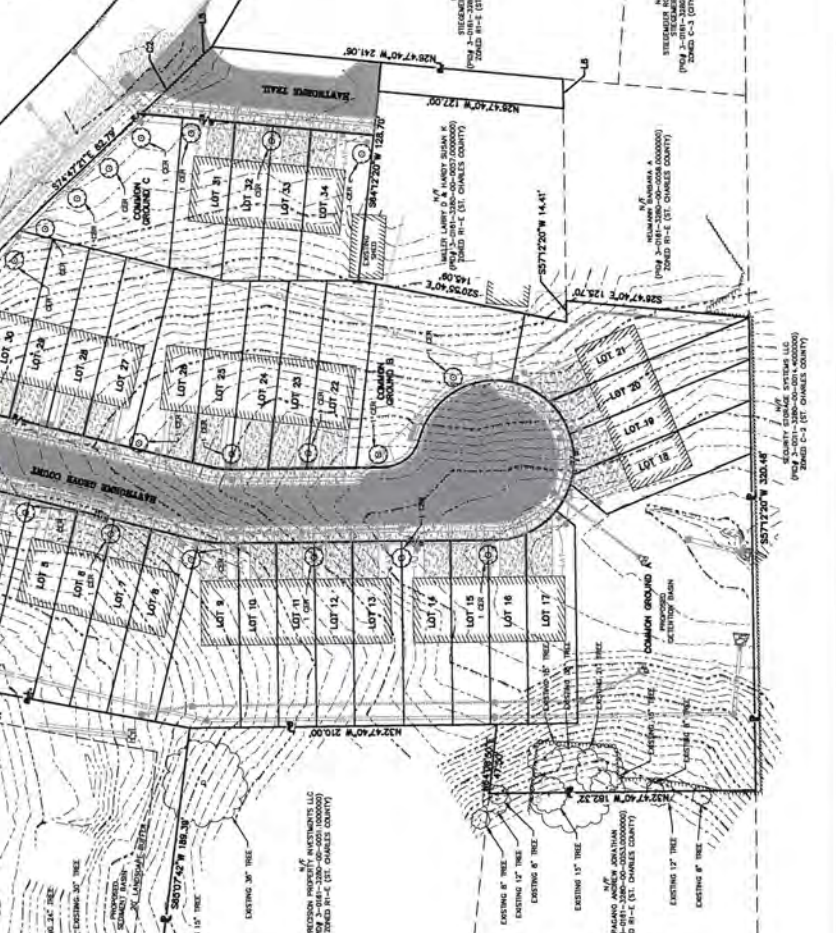
CORNER MARKS

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	9/10/25
2	ISSUED FOR REVIEW	9/10/25
3	ISSUED FOR REVIEW	9/10/25
4	ISSUED FOR REVIEW	9/10/25
5	ISSUED FOR REVIEW	9/10/25
6	ISSUED FOR REVIEW	9/10/25
7	ISSUED FOR REVIEW	9/10/25
8	ISSUED FOR REVIEW	9/10/25
9	ISSUED FOR REVIEW	9/10/25
10	ISSUED FOR REVIEW	9/10/25
11	ISSUED FOR REVIEW	9/10/25
12	ISSUED FOR REVIEW	9/10/25
13	ISSUED FOR REVIEW	9/10/25
14	ISSUED FOR REVIEW	9/10/25
15	ISSUED FOR REVIEW	9/10/25
16	ISSUED FOR REVIEW	9/10/25
17	ISSUED FOR REVIEW	9/10/25

PLANT SCHEDULE

CITY	BOTANICAL NAME	COMMON NAME	AMOUNT	SIZE	SPACING	TYPE
17		Quantity/Number	15/1	2.5 FT	243 PER ACRE	SEED
18		Quantity/Number	15/1	2.5 FT	243 PER ACRE	SEED

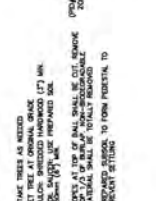


LINE TABLE

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2	S20°15'18.82"P	3.00
3	S20°15'18.82"P	3.00
4	S20°15'18.82"P	3.00
5	S20°15'18.82"P	3.00
6	S20°15'18.82"P	3.00
7	S20°15'18.82"P	3.00
8	S20°15'18.82"P	3.00
9	S20°15'18.82"P	3.00
10	S20°15'18.82"P	3.00
11	S20°15'18.82"P	3.00
12	S20°15'18.82"P	3.00
13	S20°15'18.82"P	3.00
14	S20°15'18.82"P	3.00
15	S20°15'18.82"P	3.00
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17	S20°15'18.82"P	3.00
18	S20°15'18.82"P	3.00

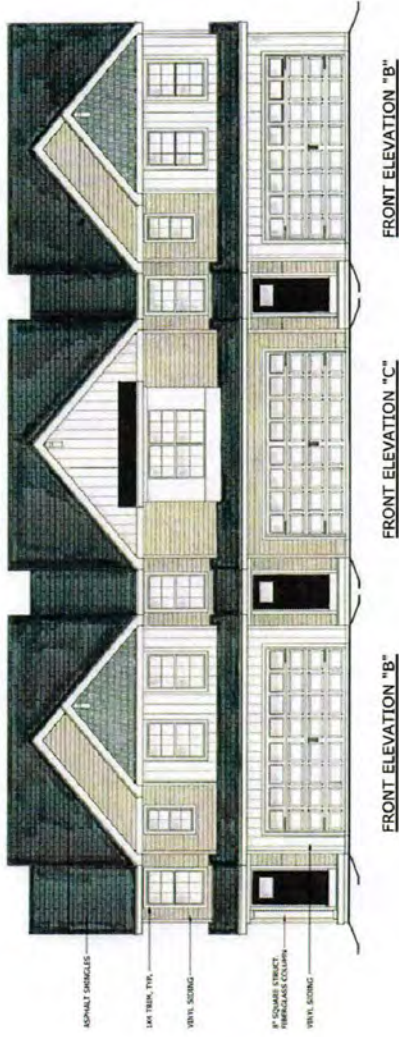
CURVE TABLE

CURVE #	ARC LENGTH	MAJOR MINOR	MINOR LENGTH
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02	31.7	1530.0	167.6
03	20.8	26.0	5.0
04	24.4	125.0	14.0
05	5.8	125.0	14.0
06	7.9	125.0	14.0
07	23.9	125.0	14.0
08	20.8	26.0	5.0
09	31.7	1530.0	167.6
10	296.81	8721.6	562.14

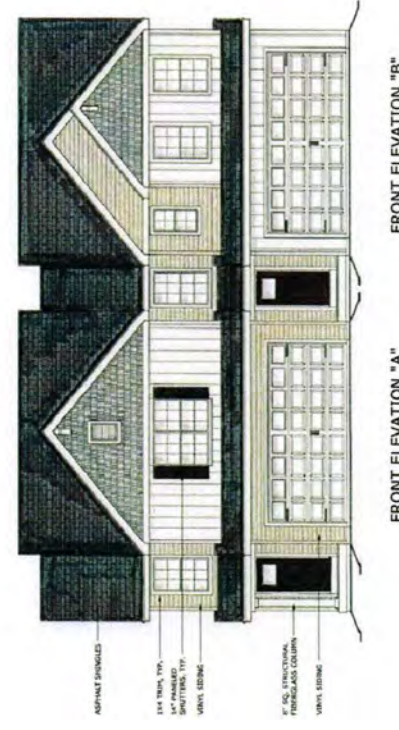


DEVELOPER:
WOOD SHEDS, LLC
1835 SPODE LANE
TRUESDALE, MO 63381

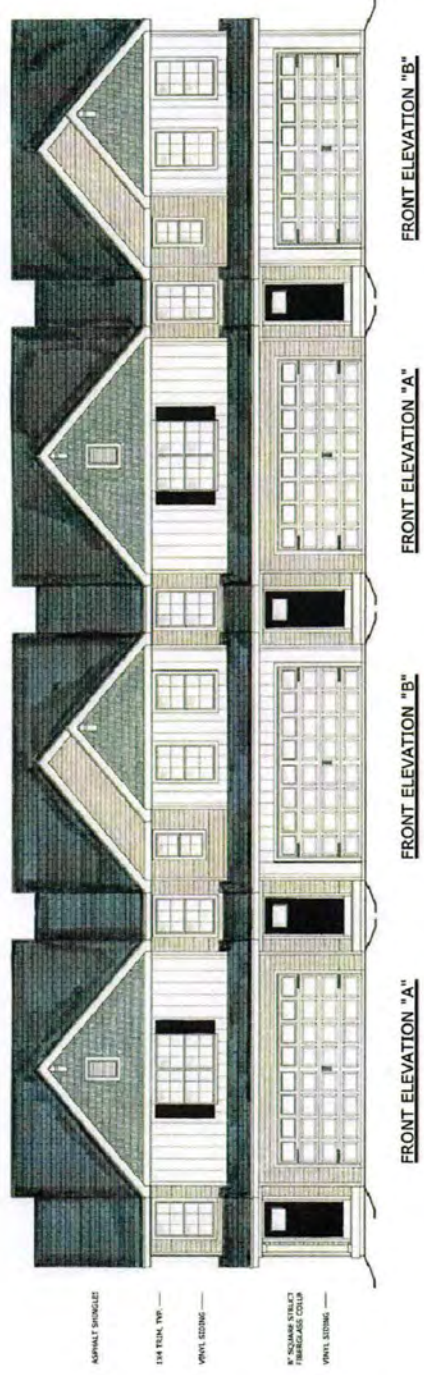
DESIGNER:
KARHNSBERG ARCHITECTURE INC.
444 STATE HWY 2
WENTZVILLE, MO 63385



FRONT ELEVATION "B"



FRONT ELEVATION "A"



FRONT ELEVATION "B"



FRONT ELEVATION "A"

Section 400.220. "C-2" General Business District.¹ [R.O. 2011 § 400.220; R.O. 2009 § 156.033; CC 1981 § 30-34; Ord. No. 77-31, 7-5-1977 ; Ord. No. 79-38, 5-2-1979 ; Ord. No. 79-85, 8-29-1979 ; Ord. No. 82-29, 4-21-1982 ; Ord. No. 89-36, 2-23-1989 ; Ord. No. 90-188, 7-18-1990 ; Ord. No. 91-115, 6-4-1991 ; Ord. No. 94-230, 9-7-1994 ; Ord. No. 96-46, 2-21-1996 ; Ord. No. 98-209, 5-15-1998 ; Ord. No. 99-53, 2-4-1999 ; Ord. No. 99-205, 6-3-1999 ; Ord. No. 99-288, 8-17-1999 ; Ord. No. 00-78, 4-5-2000 ; Ord. No. 01-71, 4-18-2001 ; Ord. No. 01-156, 7-19-2001 ; Ord. No. 02-130, 5-28-2002 ; Ord. No. 04-176, 8-4-2004 ; Ord. No. 05-65, 3-7-2005 ; Ord. No. 06-273, 9-27-2006 ; Ord. No. 06-357, 12-20-2006 ; Ord. No. 08-123, 6-18-2008 ; Ord. No. 09-47, 3-20-2009 ; Ord. No. 09-227, 12-10-2009 ; Ord. No. 10-115 § 1, 6-9-2010 ; Ord. No. 10-244 § 1, 11-18-2010 ; Ord. No. 11-106 § 3, 6-9-2011]

- A. Purpose. The purpose of the "C-2" General Business District is to provide sufficient space in appropriate locations for a variety of commercial and service activities generally serving a wide area and located particularly along certain existing major thoroughfares where a general mixture of commercial and service activity now exists, but which uses are not characterized by warehousing, frequent heavy trucking activity, open storage of material or the nuisance factors of dust, odor and noise associated with manufacturing.
- B. Permitted Uses. A building or land in a "C-2" District shall be used only for the following purposes: [**Ord. No. 18-283, 12-18-2018**]
1. Any use permitted in the "O-I" Office Institution District or "C-1" Neighborhood Business District.
 2. Ambulance services, public or private.
 3. Amusement places, including dance halls and similar activities, subject to applicable City regulations. [**Ord. No. 22-088, 7-12-2022**]
 4. Archery ranges, provided that such range is approved by the Chief of Police.
 5. Building contractor establishment; outside storage shall be prohibited.
 6. One (1) dwelling unit is permitted above the first floor.
 7. Dry cleaning or laundry establishment. [**Ord. No. 22-088, 7-12-2022**]
 8. Equipment rental and leasing services, including lawn mower, yard and garden equipment, trailers (not mobile homes) and other such items, provided storage is within a completely enclosed building unless otherwise allowed through the conditional use process.
 9. Exterminators; outside storage of chemicals shall be prohibited.
 10. Hotels, motels or motor court/lodges, bed-and-breakfast establishments and inns. [**Ord. No. 22-088, 7-12-2022**]
 11. Meeting facility. [**Ord. No. 21-016, 1-19-2021** ²]

1. Cross Reference: As to penalty, § 400.1890.

2. Editor's Note: This ordinance provided for the redesignation of former Subsection (B)(11) through (14) as Subsection (B)(12) through (15), respectively.

12. Motor Vehicle Repair. Wrecked, disabled or inoperable motor vehicles shall not be stored anywhere on the property for more than thirty (30) days. Examples of permitted uses are tire repair and replacement, motor vehicle engine repair, muffler shops, body shops and motor vehicle paint shops. [**Ord. No. 18-284, 12-18-2018 ; Ord. No. 22-088, 7-12-2022**]
 13. Plumbing, heating and air-conditioning shop, upholstering shop (not involving furniture manufacture), appliance repairs and general service and repair establishments similar in character to those listed in this item. No outside storage of material is permitted.
 14. Recreational uses, outdoor.
 15. Schools for industrial training, trade or business.
- C. Conditional Uses. [**Ord. No. 14-113 § 1, 5-20-2014 ; Ord. No. 18-283, 12-18-2018 ; Ord. No. 21-078, 5-18-2021**]
1. The following uses may be permitted in the "C-2" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Any conditional use permitted in the "C-1" Neighborhood Business District unless otherwise permitted by the "C-2" District.
 - b. Indoor firearm ranges.
 - (1) Conditional Use Regulations.
 - (a) An indoor firearm range facility must be designed to offer a completely controlled shooting environment that includes impenetrable walls, floor and ceiling, adequate ventilation and lighting systems and acoustical treatment for sound attenuation suitable for the range's approved use.
 - (b) Noise levels at the nearest residential property line to an indoor firearm range shall not exceed thirty-five (35) decibels.
 - (c) Noise levels at the nearest commercial property line to an indoor firearm range shall not exceed forty-five (45) decibels.
 - (d) An indoor firearm range shall not operate between the hours of 10:00 P.M. and 7:00 A.M.
 - (e) An indoor firearm range must be authorized in writing by the Chief of Police and Building Code Official.
 - (f) The construction and operation of an indoor firearm range must comply with all State and Federal regulations.
 - c. Motor vehicle sales and rentals, new and used and temporary motor vehicle storage.
 - (1) Conditional Use Regulations.

- (a) The setback of any overhead canopy or similar structure shall be a minimum of ten (10) feet from all street rights-of-way lines, a minimum of twenty (20) feet from all residentially zoned property lines and shall be a minimum of five (5) feet from all other property lines. The total height of any overhead canopy or similar structure shall not exceed twenty (20) feet as measured to the highest part of the structure. The setback requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of said setback will cause an undue burden on the ability to effectively use the property.
 - (b) All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material which is designed to meet the requirements of a minimum four-ton axle load.
 - (c) The facility shall provide a minimum six-foot-high, solid, earth-tone-color, vinyl fence with a combination of shrubs [eighteen (18) inches to twenty-four (24) inches tall or three (3) feet to four (4) feet wide at the time of planting], understory trees [six (6) feet to eight (8) feet tall at the time of planting] and canopy trees [two and one-half (2 1/2) inches to three (3) inches caliper at the time of planting] as recommended by the Planning and Zoning Commission and approved by the City Council along all borders of the property directly abutting a residentially zoned property. These requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of the setback will cause an undue burden on the ability to effectively use the property.
- d. Microbreweries, brew pubs, craft distilleries, bars and wineries. [**Ord. No. 22-088, 7-12-2022**]
- (1) Conditional Use Regulations. Due to the potential negative secondary effects of the location and operations of establishments that predominantly sell intoxicating beverages, the City Council may place additional regulations on these uses to reduce or eliminate these effects, including, but not limited to, hours of operation, separation and location restrictions, noise levels, and the manner of operation.
- e. Shipping container structures. [**Ord. No. 21-019, 2-2-2021** ³]
- (1) Conditional Use Regulations.
 - (a) Shipping container structures shall be painted or treated so as to prevent rust. [**Ord. No. 22-088, 7-12-2022**]

3. Editor's Note: This ordinance redesignated former Subsection (C)(1)(e) through (g) as Subsection C(1)(f) through (h), respectively.

- (b) Shipping container structures shall be affixed to a permanent foundation. **[Ord. No. 22-088, 7-12-2022]**
 - (c) Shipping container structures shall be certified by a Missouri licensed professional engineer as structurally sound, shall be fully compliant with Chapter 500, and shall be a permanent structure. **[Ord. No. 22-088, 7-12-2022]**
 - (d) This Subsection shall not supersede the availability of temporary commercial storage containers permitted via Section 400.520.
- f. Secondhand sales.
 - g. Taxicab stations and stands.
 - h. Taxidermy.⁴
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- D. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "C-2" District:
- 1. Minimum lot area: ten thousand (10,000) square feet.
 - 2. Minimum lot width at the building line: none.
 - 3. Minimum lot depth: none.
 - 4. Maximum height of building: three (3) stories or forty-five (45) feet.
- "GPRS" bonus:
- All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential zoning district.
- 5. Minimum setbacks measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.

"GPRS" bonus:

Tiers 1 and 2: twenty (20) feet.

Tier 3: fifteen (15) feet.
 - b. Side yard setback: none, except twenty (20) feet when abutting a residential district.
- "GPRS" bonus:

4. Editor's Note: Former Subsection (C)(1)(i), regarding any permitted use that applies for a liquor license, was repealed 7-12-2022 by Ord. No. 22-088.

All tiers: none, except twenty (20) feet when abutting a residential district.

- c. Rear yard setback: none, except twenty (20) feet when abutting a residential district.

"GPRS" bonus:

All tiers: none, except twenty (20) feet when abutting a residential district.

6. Maximum floor area in square feet: none.
7. Public Utilities. Requirements are contained in Section 400.610.
8. Off-Street Parking And Loading.
 - a. No parking shall be permitted in a required front yard.
 - b. Additional requirements are contained in Article V, Division 1, Parking.
9. Protective Screening.
 - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
 - b. Where a "C-2" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least twenty (20) feet in width shall be provided and maintained along the appropriate property line by the users of the "C-2" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The twenty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:
 - (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening; or
 - (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

- c. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage, unless screened from the street, adjacent properties or any residential district by fences or walls as approved by the Planning and Zoning Commission.

Section 400.170. "R-3A" Multiple-Family Residential District. [R.O. 2011 § 400.170; R.O. 2009 § 156.028; CC 1981 § 30-29; Ord. No. 77-31, 7-5-1977; Ord. No. 82-29, 4-21-1982; Ord. No. 90-188, 7-18-1990; Ord. No. 98-209, 5-15-1998; Ord. No. 99-53, 2-4-1999; Ord. No. 99-205, 6-3-1999; Ord. No. 99-344, 10-7-1999; Ord. No. 04-176, 8-4-2004; Ord. No. 10-244 § 1, 11-18-2010]

- A. Purpose. The purpose of the "R-3A" Multiple-Family Residential District is to provide for a variety of housing types and residential densities as might be appropriate for row houses, garden apartments or townhouse developments in areas appropriately located for such use, which areas are well located with respect to major thoroughfares, shopping facilities and centers of employment.
- B. Permitted Uses. A building or land in the "R-3A" District shall be used only for the following purposes:
1. Any use permitted in the "R-1C," "R-1D" and "R-1E" Single-Family Residential District.
 2. Any use permitted in the "R-2" Two-Family Residential District.
 3. Apartment buildings, residential condominiums, townhouses, row houses and other types of multiple-family dwellings.
 4. Senior Housing Facilities. **[Ord. No. 15-069 § 2, 4-21-2015]**
- C. Permitted Accessory Uses. The following accessory uses are permitted in the "R-3A" District:
1. Any accessory use permitted in the "R-1C," "R-1D," "R-1E" and "R-2" residential districts.
 2. A laundry room for use of occupants of a multiple-family dwelling development.
 3. An office located in a main building for administration of a multiple-family development containing ten (10) or more dwelling units.
 4. Coin-operated vending machines for candy, tobacco, ice, soft drinks and sundries located inside a building and for the use of occupants of a multiple-family dwelling development.
 5. Club and recreational facility for use of occupants of a multiple-family development.
- D. Conditional Uses.
1. The following uses may be permitted in the "R-3A" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Conditional uses in any "R-1" or "R-2" zoning district.
 - b. Congregate care facilities.

- c. Hospitals and orphanages, subject to the requirements of Section 400.440.
 - d. Store for sale of food and sundries, not exceeding one thousand (1,000) square feet of total floor area, inside a multiple-family dwelling development and primarily for the convenience of residents of a multiple-family development.
 2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "R-3A" District:
 1. Minimum lot area: ten thousand (10,000) square feet.
 2. Minimum lot width:
 - a. Minimum width at the building line: seventy-five (75) feet.
 - b. Minimum street frontage: twenty-five (25) feet.
 3. Minimum lot depth: one hundred twenty-five (125) feet.
 4. Maximum height of building: three (3) stories or forty-five (45) feet.
 5. Minimum setback requirements measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.
 - b. Side yard setback: seven (7) feet.
 - c. Rear yard setback: twenty-five (25) feet.
 - d. Minimum horizontal distance between buildings on the same lot: thirty (30) feet.
 6. Maximum Lot Coverage. Not more than forty percent (40%) of the lot area shall be covered by the principal buildings and accessory structures.
 7. Residential Density. The density shall not exceed eighteen (18.0) dwelling units per acre (DU/A).
 8. Protective Screening. All exterior solid waste containers and container racks or stands for a multiple-family dwelling shall be screened from public view by an enclosure which complies with the requirements contained in Section 400.965(B)(4).
 9. Public Utilities. Requirements are contained in Section 400.610.
 10. Off-Street Parking And Loading. Requirements are contained in Article V, Division 1, Parking.

Bill No. 14047

Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “R1E” SINGLE-FAMILY RESIDENCE DISTRICT A 5.0 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT THE SOUTHEAST CORNER OF MUEGGE ROAD AND SOUTH OLD HIGHWAY 94.

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 December 8, 2025, meeting and made a favorable recommendation (7 in favor, 2 abstained, 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 5.0 acre (more or less) tract of land located at the southeast corner of Muegge Road and South Old Highway 94 is rezoned from St. Charles County Zoning District “R1E” Single-Family Residence 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. 14047

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/17/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



RESIDENTIAL LOT DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 8, OF BLOCK 8, OF STEEN AND CUNNINGHAMS SUBDIVISION OF A PART OF THE COMMONS OF ST. CHARLES IN US SURVEY 3280, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, DRAWER E-2 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION , SAID POINT ALSO BEING ON THE CENTERLINE OF HEMSATH ROAD, A 40 FOOT WIDE PUBLIC ROAD; THENCE NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 160.43 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT 2022R-061669 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 32 DEGREES 47 SECONDS 40 SECONDS WEST 182.32 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT 2021R-016597 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG SAID SOUTH LINE NORTH 64 DEGREES 08 MINUTES 50 SECONDS EAST 47.50 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 210.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 21 DEGREES 44 MINUTES 45 SECONDS WEST 297.86 FEET TO A POINT ON THE SOUTH LINE OF SOUTH OLD HIGHWAY 94; THENCE ALONG SAID SOUTH LINE NORTH 79 DEGREES 44 MINUTES 47 SECONDS EAST 121.19 FEET TO A POINT ON A CURVE TO THE RIGHT WITH A RADIUS OF 872.19 FEET AND A CHORD THAT BEARS SOUTH 83 DEGREES 14 MINUTES 06 SECONDS EAST 255.88 FEET; THENCE ALONG SAID CURVE 256.81 FEET; THENCE SOUTH 74 DEGREES 47 MINUTES 21 SECONDS EAST 82.79 FEET TO A POINT ON A CURVE TO THE LEFT WITH A RADIUS OF 930.00 FEET AND A CHORD THAT BEARS SOUTH 75 DEGREES 46 MINUTES 49 SECONDS EAST 32.17 FEET; THENCE ALONG SAID CURVE 32.17 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 46 SECONDS EAST 26.70 FEET TO A POINT AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 6894 PAGE 1238 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 26 DEGREES 47 MINUTES 40 SECONDS EAST 241.06 FEET; THENCE SOUTH 57 DEGREES 12 MINUTES 20 SECONDS WEST 20.11 FEET ALONG THE SOUTH LINE OF A 20 FOOT WIDE INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 207 PAGE 46 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS TO A POINT AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 883 PAGE 1604 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE WEST LINE OF SAID EASEMENT ALSO BEING THE EAST LINE OF SAID TRACT NORTH 26 DEGREES 47 MINUTES 40 SECONDS WEST 127.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 64 DEGREES 12 MINUTES 20 SECONDS WEST 128.70 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 20 DEGREES 55 MINUTES 40 SECONDS EAST 145.09 FEET; TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT BEING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 398 PAGE 146 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG SAID NORTH LINE NORTH 57 DEGREES 12 MINUTES 20 SECONDS WEST EAST FEET TO A POINT AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 3746 PAGE 1439 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 26 DEGREES 47 MINUTES 40 SECONDS EAST 125.70 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 6090 PAGE 1001 OF THE ST. CHARLES COUNTY. MISSOURI RECORDS;

St. Louis | Kansas City | Union | Wentzville | Ozark | Osage Beach | Farmington

THENCE ALONG SAID NORTH LINE SOUTH 57 DEGREES 12 MINUTES 20 SECONDS WEST 320.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 218160 SQUARE FEET, OR 5.01 ACRES ACCORDING TO CALCULATIONS MADE BY COCHRAN ENGINEERING DURING DECEMBER, 2025.



RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 1

Sponsor(s): N/A

Description:

Case No. CU-2025-18. (Naked Spirits LLC – Brandon Eckardt) An application to amend a previously approved Conditional Use Permit per §400.290(C)(2) for Liquor Sales and §400.290(C)(6) Craft Distillery for an expansion of the use within the "FD/FPD" Frenchtown District within the Frenchtown Preservation District located at 1116 N 2nd Street. The subject property is located in Ward 1.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This Conditional Use Permit request is to amend a previously approved Conditional Use Permit for liquor sales and a craft distillery use associated with the proposed business, Naked Spirits. The request is located at 1116 N 2nd Street within the FD/FPD Frenchtown District of the Frenchtown Preservation District. City Ordinance requires approval of a Conditional Use Permit for liquor sales and a craft distillery use. At the August 2025 Planning and Zoning Commission meeting, the applicant received a recommendation of approval for the proposed use, with final approval granted at the September 2, 2025 City Council meeting. The applicant is now requesting to add a 20' x 8' shipping container structure to temporarily (2 years) store distilled spirits. The site plan was approved by the Landmarks Board on November 17, 2025. This amendment requires a new conditional use approval as it constitutes as an expansion of the previously approved use.

The Planning and Zoning Commission considered this item at their December 8, 2025 meeting where the applicant was present and there were no public speakers. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed) subject to the attached conditions (same as previous).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2025-18: 1116 N 2nd Street– Recommended Conditions

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



AGENDA ITEM #4

**STAFF REPORT
CASE NO. CU-2025-18
AMENDED CONDITIONAL USE
LIQUOR SALES
& CRAFT DISTILLERY
1116 N 2ND STREET**

**DECEMBER 8, 2025
BY MADELYN P. BROWN**

<i>APPLICANT:</i>	Brandon Eckardt Naked Spirits LLC 3235 Reed Crossing Place St. Charles, Missouri 63301
<i>PROPERTY OWNER:</i>	City of St. Charles 200 N 2 nd Street St. Charles, Missouri 63301
<i>ADDRESS/LOCATION:</i>	1116 N 2 nd Street Ward 1
<i>ACREAGE:</i>	0.43 Acres approximately (overall)
<i>EXISTING ZONING:</i>	FD/FPD Frenchtown District within the Frenchtown Preservation District
<i>PROPOSED USE:</i>	Liquor Sales and Craft Distillery, Amended request

SUMMARY/ANALYSIS

This request is to amend a previously approved Conditional Use application for a new business located at 1116 N 2nd Street. At the August 2025 Planning and Zoning Commission meeting, the applicant received a recommendation of approval for liquor sales and a craft distillery use for a new business, Naked Spirits. At the September 2, 2025 City Council meeting, the application was granted final approval. The applicant is now requesting the addition of a 20' x 8' shipping container structure in the rear of the property for the purpose of temporary housing distilled spirits (2 years). This proposed addition requires a new conditional use approval as it constitutes as an expansion of the previous approved use. This amendment to the Conditional Use Permit is for the addition of the shipping container only. The applicant is not proposing a change in the approved hours of operation, menus, or overall business plan (see attached submitted and approved previously).

Because this property is located within the Landmarks Preservation District, the review of the shipping container addition falls under the purview of the Landmarks Board and not the Planning and Zoning Commission. This item was reviewed by the Landmarks Board at their November

17, 2025 meeting in which the site plan was approved with a condition that it only be located on site for two (2) years.

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 uses at this location can be compatible with its broader surroundings and neighboring uses along the corridor.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposals are located on N 2nd Street nearest to Activity Center #6. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

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

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

Staff believes the proposed uses can be compatible within its commercial/residential surroundings. Staff believes this use, if conditioned properly, can operate in a manner that is consistent with the area and as directed by the Comprehensive Plan

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

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

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

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

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

Consistency with the Frenchtown Great Streets Plan

On July 21, 2020, the City Council formally accepted and approved the findings and the plan for the Frenchtown Great Streets Plan. This plan was a local effort with support from area residents, the City, St. Charles County and East-West Gateway Council of Governments to provide a framework for the revitalization effort of Frenchtown. The approved Great Street Plan outlines its own set of goals, including four (4) sub-districts, aimed at fulfilling the mission of the plan. After review, the proposed land use is consistent with the goals and objectives of the Frenchtown Great Streets Plan, as outlined below:

Development Assets

- **Goal 2: Determine Potential Development Products**

Four (4) types of developments are defined under Goal 2 of Development Assets. Real estate strategies and market analysis are used to support a projected development program of diverse uses.

DA 02.02 Introduce New Retail Development – This goal incentives establishing new retail/businesses within the district. The plan also calls for more “destination” type uses such as restaurants and local shops to help attract tourists as well as local residents to the corridor.

- **Goal 3: Establish sub-districts within Frenchtown**

Six (6) districts are defined under Goal 3 of Development Assets. These districts identify and group unique characteristics within Frenchtown to better guide development. The subject property is located in the area identified as the “Old Frenchtown.”

DA 03.02 Establish the Old Frenchtown District – The plan identifies a strategic vision for the Old Frenchtown District that focuses on the small-scale redevelopment of existing historic spaces to attract local businesses and entrepreneurs with craft/boutique companies. A mix of adaptive reuse and progressive infill will create an eclectic and hip energy to transition the Sawtooth District and New Frenchtown Districts.



Figure 1: Frenchtown Sub-districts map.

- **Goal 4: Encourage New Development**

Encouraging New Development in Frenchtown is aided by concurrent efforts such as flood protection and a more walkable streetscape. Further guidance provides insight to bringing in establishments for new infill and adaptive reuse developments.

DA 04.07 Encourage a Diverse Tenant Mix – A broad mix of ground floor and destination uses are encouraged within the district to also help differentiate the corridor from Main Street. Destination type uses are identified as attracting visitors and encouraging additional spending while in the district. There are currently no other establishments similar to the proposed business in the district, which will help to diversify the mix of tenants along the corridor.

STAFF RECOMMENDATION

Staff believes the amended application for liquor sales and a craft distillery use conforms to all City standards. After review of this application against the City's Zoning Code, Comprehensive Plan and the Frenchtown Great Streets Plan, the Department of Community Development recommends approval of the conditional use permit for a liquor sales and craft distillery use, subject to the following conditions (same as previous):

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

Recommended Motion:

Motion to forward the Conditional Use Permit application for a Liquor Sales and a craft distillery use at 1116 N 2nd Street to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

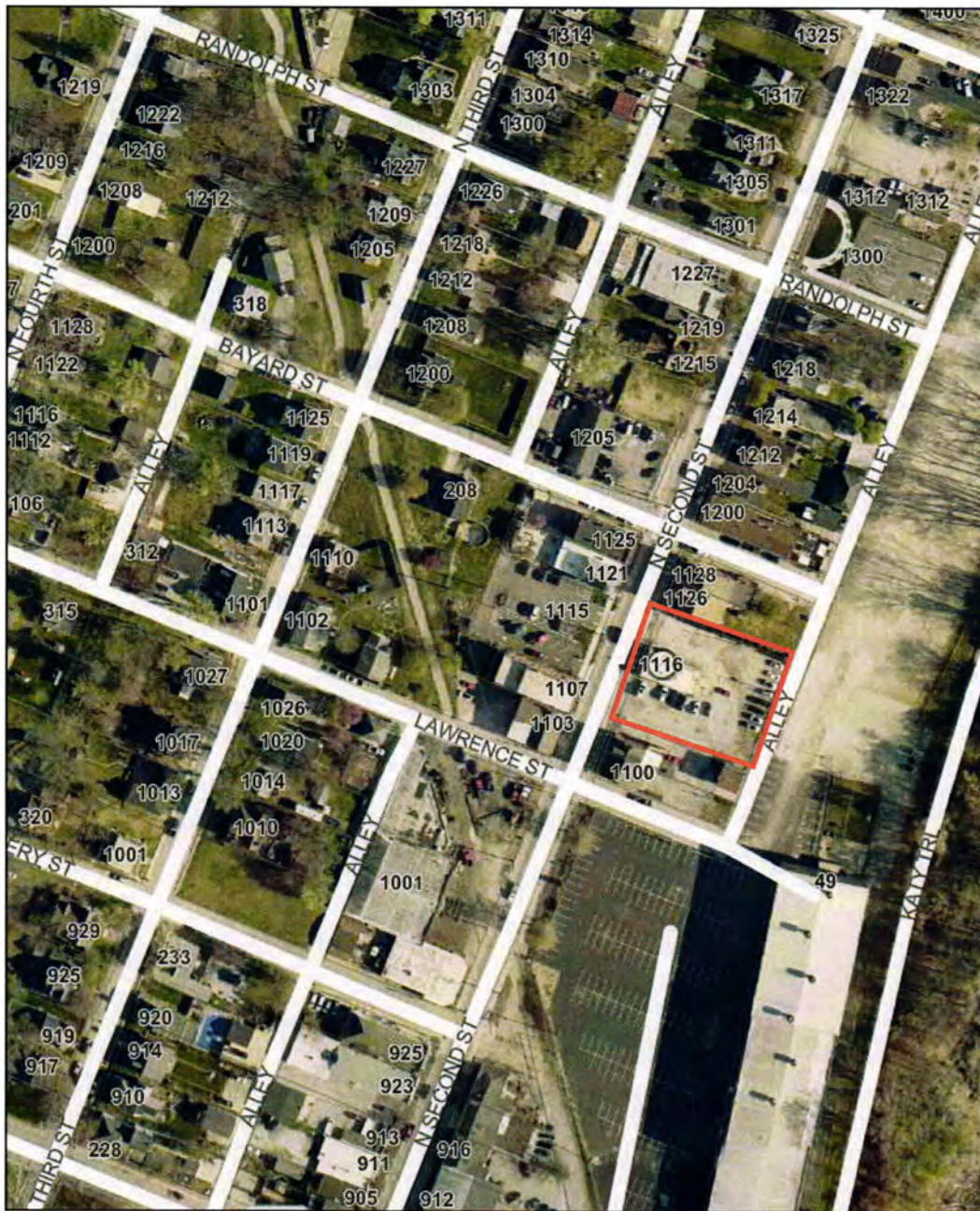


Figure 2: Aerial View of Subject Property.

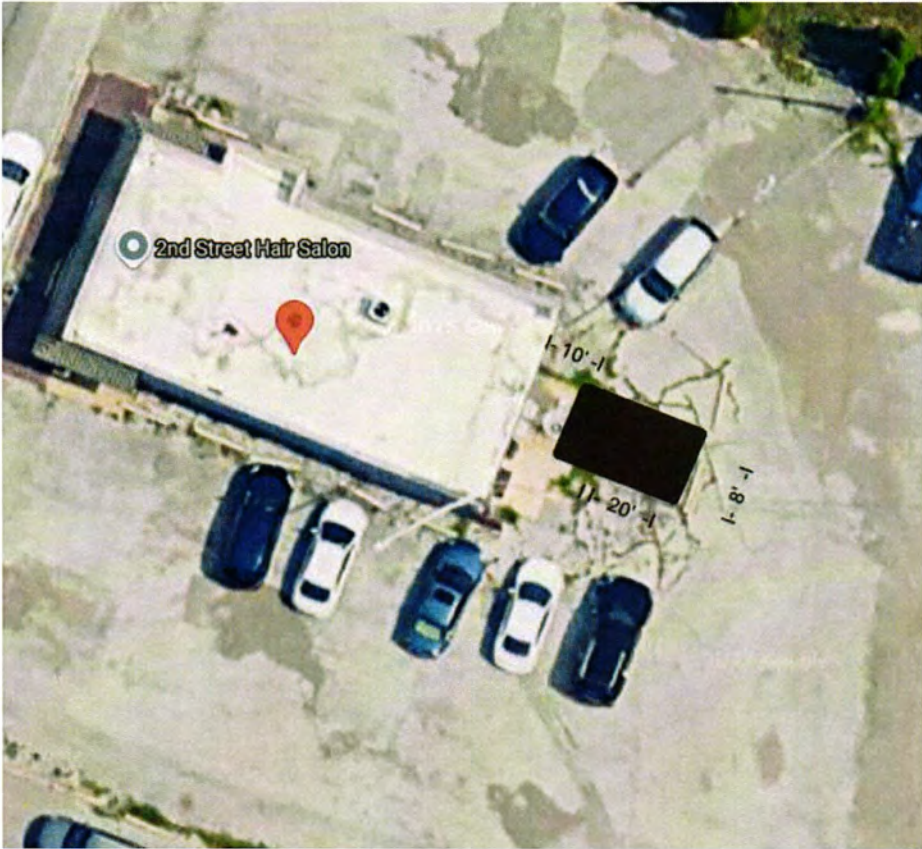


Figure 3: Location of proposed shipping container.



Figure 4: Example of proposed shipping container to be placed on site.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Case No. CU-2025-27. (Reach St. Charles) An application for a Conditional Use Permit per §400.220(C)(1)(a) for a Community Service Establishment, specifically for a free food and clothing distribution establishment with office, within the "C-2/EHP" General Business District and within the Extended Historic Preservation District. The subject property is located at 901 First Capitol Drive. The subject property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant, Reach St. Charles, seeks a Conditional Use Permit to continue operating a Community Service Establishment that provides emergency assistance with food, clothing, and hygiene items through an appointment-based model designed to keep on-site activity low in intensity, with only limited supplies stored on-site and most support functions handled through scheduled administrative and volunteer coordination.

The Planning and Zoning Commission considered this request at its December 8, 2025 meeting, where the applicant spoke and six members of the public provided comments. Two supported the request, while four raised concerns regarding the number of similar services in the area, parking, and past issues associated with the neighboring church's outreach activities. Following discussion, the Commission voted 8 in favor, 1 opposed to forward a recommendation of approval to the City Council with the attached conditions. Condition #4 was amended during the meeting. Also attached are 7 public comment emails.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

Case No. CU-2025-27 Recommended Conditions:

1. The conditional use permit is issued to the applicant (Reach St. Charles) for a Community Service Establishment use at 901 First Capitol Drive only and is not transferable to another location.
2. Temporary or permanent sleeping accommodations, including but not limited to cots, mats, beds, or similar facilities, shall be prohibited within the building or on the property.
3. The use shall operate in accordance with the business plan and hours of operation submitted with the application. Any expansion of services, hours, or client capacity may require an amendment to the Conditional Use Permit.
4. Client visits shall occur by appointment only. Any emergency assistance identified in the applicant's business plan, outside of appointment hours will be handled via deliveries. Appointment scheduling shall be managed to ensure that parking demand does not exceed on-site capacity. Exterior distribution and outdoor waiting areas shall be prohibited.
5. The property shall be maintained in good condition at all times, including litter control and exterior cleanliness. All donations shall be received indoors. No donation drop-offs may be left outside the building.
6. Non-compliance with any of the building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.



AGENDA ITEMS #5

**STAFF REPORT
CONDITIONAL USE NO. CU-2025-27
COMMUNITY SERVICE
ESTABLISHMENT
901 FIRST CAPITOL DRIVE**

**BY LARA BERRY
DECEMBER 8, 2025**

APPLICANT: Reach St. Charles
901 First Capitol Drive
St. Charles, MO 63301

PROPERTY OWNER: Jolidavis Properties LLC
901 First Capitol Drive
St. Charles, MO 63301

ADDRESS/LOCATION: 901 First Capitol Drive
Ward 2

LOT SIZE: 7,500 square feet

ZONING: C-2/EHP General Business District and within the Extended
Historic Preservation District Overlay.

PROPOSED USE: Community Service Establishment

SUMMARY OF REQUEST

In 2017, the City of St. Charles created a land use category for service providers that offer assistance such as food, clothing, or hygiene items without any temporary or permanent lodging. This category, Community Service Establishment, was intended to distinguish these services from Temporary Shelter uses and to ensure transparency and appropriate placement of service-based nonprofits in the community. The definition of this use is as follows:

COMMUNITY SERVICE ESTABLISHMENT - An establishment whose sole activity is the provision of assistance to individuals in need. Similar land uses permitted under this category include, but are not limited to; basic medical care, legal aid, free food distribution, laundry facilities, job training, clothing distribution, and other similar services. This use shall not include temporary or permanent living facilities.

The applicant, Reach St. Charles, has occupied the building since January 2025 under an office/administrative occupancy permit for a 501(c)(3) nonprofit organization. In November, following a resident inquiry, staff determined that the organization's operations fit the definition of a Community Service Establishment rather than an office alone. As a result, the applicant is

seeking approval of a Conditional Use Permit to continue operating at this location.

ANALYSIS

According to the applicant's written business plan (attached), other correspondence, and their website, Reach St. Charles provides emergency assistance with food, clothing, and personal hygiene items to individuals and families experiencing temporary hardship. Based on staff discussions, they maintain only a small quantity of food, hygiene, and clothing items on-site. When specific items are needed that are not available, their staff or volunteers typically purchase them and deliver them directly to the client. Items stored at the building are based on immediate need and the availability of donations. Client visits are by appointment only, and walk-in activity is not a general practice nor anticipated.

The applicant's operating schedule reflects a limited, low-intensity use of the site. In-person client-based operations occur during daytime hours two (2) days per week, timed to fill the gap of other local service providers. On the remaining days, the building is staffed intermittently for administrative work, volunteer coordination, donation management, and scheduling of emergency deliveries. Because of these limited hours and the appointment-based model, on-site activity remains minimal throughout the week. A typical week operates as follows:

- Monday–Tuesday: Administrative tasks, donation coordination, and scheduling
- Wednesday & Friday: Appointment-based pantry hours
- Thursday–Friday: Donation coordination, volunteer training, and emergency deliveries
- Saturday: Closed, except for urgent, pre-approved emergency deliveries
- Sunday: Closed, except for urgent, pre-approved emergency deliveries

Parking/Traffic

The lot is relatively small compared to typical commercial parcels. The site contains a small parking lot of six (6) spaces, and no on-street parking is available adjacent to the property. The applicant's operations are structured around appointments and scheduled volunteer activity, which limits the number of vehicles arriving at any given time. Staff does not anticipate adverse impacts to traffic flow along First Capitol or parking availability.

Outdoor Activity or Loitering

All services provided by Reach St. Charles occur indoors. Distribution of food, clothing, or hygiene items and client intake activities are conducted inside the building, with no outdoor waiting or gathering areas proposed. Donation items are stored indoors and are not placed outside the building. No exterior donation bins or drop-off areas are proposed, which reduces the potential for clutter, litter, or nuisance conditions on the site.

As previously discussed, the business model does not include walk-in services, which further limits exterior activity. These operational constraints limit exterior activity and support maintaining a quiet and orderly frontage consistent with surrounding properties.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development.

The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic, and density. Proposed new uses should be judged based upon their distance from the nearest activity center, their compatibility with what surrounds it, and whether the level of development they will generate contributes to a gradual decline in density or acts counter to that goal. This property is located in between Activity Centers #3 (Lindenwood University) and #6 (Historic Downtown). The proposed Community Service Establishment, at this location, can be compatible with its commercial surroundings along the First Capitol Drive corridor, and among the mixed uses (residential and commercial) just outside of the Central Business District and Fifth Street Corridor – Hospital District.

Consistency with Conditional Use Standards

While the request is permitted to be reviewed by the City, the City also is required to determine if the proposed use is appropriate. Associated with this determination, six (6) criteria are listed within Section 400.980 of the Zoning Ordinance to determine if a conditional use is appropriate. The standards are as follows:

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located on First Capitol Drive, in between Activity Centers #3 and #6. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above if conditioned appropriately.

- 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. How the proposed use, or under consideration pursuant to official notice by the city.

Based on the appointment-only model and the small number of clients served in person, staff does not anticipate adverse impacts from parking or traffic. If conditioned properly and operated in compliance with the Zoning Ordinance, the proposal should not have an adverse impact on the character of the neighborhood, public safety, and general welfare

of the city.

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

The proposed use does not involve overnight stays, temporary lodging, or sheltering of clients. Activity levels are low, and interactions are scheduled and supervised by staff or trained volunteers. Based on the small scale of operations, limited hours, and indoor-only service model, staff does not anticipate negative impacts to public safety or the character of the surrounding area. Staff believes this use can operate in a manner that is consistent with the area, as conditioned.

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

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

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

After review of the proposal and its limited intensity of the use, the appointment-based model, the absence of outdoor congregation or residential components, and the above standards for evaluating Conditional Uses, staff finds the proposed Community Service Establishment compatible with the surrounding mixed-use context. With recommended conditions of approval, the use is expected to operate in a manner that avoids adverse impacts to adjacent properties. The use also satisfies the intent of the Conditional Use process, which is to allow flexibility for low-intensity uses that can operate compatibly within established neighborhoods.

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 liquor sales associated with an existing restaurant use comply with the above standards.

Consistency with Conditional Use Procedures

In accordance with City Code, which is also in line with the Missouri State Statutes, the Planning and Zoning Commission shall hold a public hearing on applications for conditional uses. Notice of public hearings before the Commission shall be given by publishing the date, time, place and nature of the hearing at least fifteen (15) days before the date of the hearing in a newspaper of general circulation in the City. The notice shall contain the time and place within the City where information relative to the application may be examined. In addition, the Department of Community Development shall erect a sign containing the notice on the property at least fifteen (15) days prior to the hearing and shall notify the applicant and the property owners of record within three-hundred (300) feet of the boundaries of the subject property, in writing, of the hearing at least fifteen (15) days prior to the hearing.

This application has met the above notification requirements by publishing the hearing in the November 21, 2025 edition of the St. Charles Business Record. On the same date, City staff posted a public hearing sign on the property and mailed notification letters to all property owners within three-hundred (300) feet of the boundaries of the subject property.

STAFF RECOMMENDATION

After careful review of the proposed use, the City's Zoning Ordinance and the Comprehensive Plan, staff recommends approval of a Community Service Establishment with the following conditions:

1. The conditional use permit is issued to the applicant (Reach St. Charles) for a Community Service Establishment use at 901 First Capitol Drive only and is not transferable to another location.
2. Temporary or permanent sleeping accommodations, including but not limited to cots, mats, beds, or similar facilities, shall be prohibited within the building or on the property.
3. The use shall operate in accordance with the business plan and hours of operation submitted with the application. Any expansion of services, hours, or client capacity may require an amendment to the Conditional Use Permit.
4. Client visits shall occur by appointment only, except in the case of emergency assistance identified in the applicant's business plan. Appointment scheduling shall be managed to ensure that parking demand does not exceed on-site capacity. Exterior distribution and outdoor waiting areas shall be prohibited.
5. The property shall be maintained in good condition at all times, including litter control and exterior cleanliness. All donations shall be received indoors. No donation drop-offs may be left outside the building.
6. Non-compliance with any of the building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.

Recommended Motion

Motion to forward application CU-2025-27 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 1: Street view of the Subject Property.



Figure 2: Aerial Photo of the Subject Property

Development Plan: Community Emergency Pantry

1. Executive Summary

The Reach St. Charles (RSC) is a nonprofit initiative dedicated to providing emergency assistance with food, clothing, and personal hygiene items to individuals and families facing temporary hardship. Our mission is to ensure that no one in our community must choose between feeding their family and paying essential bills.

Unlike traditional food pantries that serve only income-qualified households, CEP fills a critical gap—helping those who may not meet strict eligibility guidelines but are struggling due to sudden loss of income, illness, or unexpected financial burdens.

The pantry will operate two days a week, focusing on hours and days when most other assistance programs are closed, and will provide services by appointment, emergency delivery, or same-day need.

2. Mission Statement

To provide compassionate, judgment-free assistance to individuals and families experiencing unexpected financial hardship—offering food, clothing, and personal care essentials when they need them most.

3. Vision Statement

A community where everyone has access to basic necessities in times of crisis—where neighbors care for neighbors and no one faces hunger or hardship alone.

4. Objectives

- Provide nutritious food, clean clothing, and hygiene items to families in emergency need.
 - Operate 2 days per week during off-hours from other local resources.
 - Develop partnerships with local businesses, grocery stores, markets, and corporations for in-kind and financial donations.
 - Maintain a client dignity model, offering a “market-style” experience where individuals can choose what they need.
 - Launch an emergency response team for urgent needs (job loss, illness, utility shutoff).
-

5. Services

- **Emergency Food Distribution:** Nonperishable items, fresh produce, frozen meals, and baby supplies.
 - **Clothing Closet:** Everyday wear, coats, shoes, and seasonal essentials for all ages.
 - **Personal Hygiene Center:** Soap, shampoo, deodorant, toothpaste, feminine hygiene products, and diapers.
 - **Delivery Service:** For elderly, disabled, or transportation-limited residents.
 - **Resource Referrals:** Connection to job placement, utility assistance, or long-term aid programs.
-

6. Operations Plan

- **Days/Hours:** Open **two days per week**, with flexible hours and days dependent upon volunteers.
 - **Distribution Model:** By **appointment or referral**, with **emergency same-day service** for urgent cases.
 - **Volunteers:** Staffed by community volunteers, church groups, and service organizations.
 - **Intake:** Minimal paperwork; verification based on situation rather than income threshold.
 - **Location:** Central, accessible facility with parking and delivery access.
-

7. Core Values

- **Compassion:** Meeting people where they are, without judgment.
 - **Dignity:** Offering choice and respect in every interaction.
 - **Community:** Empowering neighbors to help one another.
-

Lara Berry

From: Jessica Ferguson
Sent: Monday, October 20, 2025 1:06 PM
To: St Charles Planning and Zoning Commission
Subject: FW: CUP Application - 901 1st Capitol

Addendum to the submitted plan.

Jessica Ferguson

Business Development Coordinator
Community Development Department
O: 636.949.3226 | C: 314.357.2067

Upcoming PTO: November 5 - 11

From: Lisa Davis
Sent: Monday, October 20, 2025 12:11 PM
To: Jessica Ferguson
Subject: Re: CUP Application

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

Hi Jessica,
See below for the addendum to our Development Plan:

Addendum to Development Plan – Clarification of Primary Use

For clarification purposes, the building will **function primarily as office space** for Reach St. Charles, a 501(c)(3) nonprofit organization. The facility serves as the **administrative and operational headquarters** for the nonprofit, where volunteers conduct day-to-day business activities, coordinate programs, and manage organizational operations.

The building also houses **office equipment, administrative files, and stored supplies** related to the nonprofit's outreach programs. While limited food and essential items are kept on-site for emergency distribution, this activity is **secondary** to the building's primary function as an **office headquarters** and is conducted only on a part-time basis by appointment.

Thank you!

On Fri, Oct 17, 2025 at 3:01 PM Lisa Davis · wrote:

Hi Jessica,
Please see the attached Application for Conditional Use. Let me know if there is anything else you need.

Thank you!

On Mon, Oct 13, 2025 at 2:28 PM Jessica Ferguson

wrote:

Good afternoon Lisa,

Please see the attached Conditional Use Permit (CUP) application and the 2025 meeting dates and deadlines. You'll want to include a development plan along with your application. Feel free to reach out with any questions. Thank you,

Jessica Ferguson

Business Development Coordinator

Community Development Department

O: 636.949.3226 | C: 314.357.2067

Upcoming PTO: November 5 - 11

Lara Berry

From:
Sent: Wednesday, October 22, 2025 11:20 AM
To: Lara Berry
Subject: CUP Application - 901 1st Capitol (REVISED - Final Clean Copy)

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

Responses in Black

Good afternoon Lisa & Stacey,

Thank you so much for taking the time to speak with me this afternoon. Upon review of your application for a Conditional Use Permit and Development Plan, staff has some follow-up comments/questions:

1) The Addendum to the Development Plan indicates that “limited food and essential items are kept on-site for emergency distribution”; however, there is no indication of off-site storage. Please clarify.

We don't have an off-site storage facility, as we do not house a large quantity of food and essential items. The items we carry are based on need and the small amount we receive via donations.

2) Based on the Objectives in the Development Plan, it appears this intent is to:
a. “Operate 2 days per week during off-hours from other local resources”. Does this mean the building is only occupied 2 days a week? Office only activities during other days of the week? Are appointments only handled on those 2 days? Please clarify.

The pantry operates in-person two days per week—specifically chosen to complement other local resources’ off-hours. During the remaining days, the office is staffed intermittently for administrative duties, volunteer coordination, donation management, and emergency response scheduling

b. “Offering a market-style experience where individuals can choose what they need.” This seems contrary to #1, above. Please clarify.
“Market-style” refers to the dignity-based approach used during appointments—individuals select items that best meet their household needs from available supplies. This process occurs entirely within the controlled, scheduled appointment system and does not involve open or walk-in shopping.

3) Please provide an explanation of how your organization operates. In other words, how does this work?

a. Does the individual/family contact your organization directly? Are they referred? How do you start the process of providing services/products?

Individuals and families can reach out directly through our website, referral partners (such as schools, churches, and civic groups), or local resource agencies. Referrals are verified for immediate need.

b. Then what? Do they come to your office for this or do they go somewhere else to receive products (emergency vs. non-emergency)?

Emergency situations are served through direct delivery from on-site or off-site inventory. Scheduled appointments occur on-site, allowing clients to select from available food, clothing, and hygiene supplies. No unscheduled or walk-in distribution occurs.

4) Per the Development Plan, “The pantry will operate two days a week, focusing on hours and days when most other assistance programs are closed, and will provide services by appointment, emergency delivery, or same-day need.”

a. See above regarding the pantry. Where is this located?

Emergency situations are served through direct delivery from on-site or off-site inventory. Scheduled appointments occur on-site, allowing clients to select from available food, clothing, and hygiene supplies. No unscheduled or walk-in distribution occurs.

b. Appointments – How many appointments do you have on a typical day? What are the different types of appointments, i.e., food pantry appointment, clothing closet appointment, resource referral appointment, etc.?

On average, 10–15 household appointments are scheduled per operating day. Appointment types include Food Pantry, Clothing Closet, Hygiene/Personal Care Support, and Resource or Referral Assistance

5) Understanding that some weeks may vary, can you explain a “typical work week” for this organization, specific to the subject property?

1. Monday–Tuesday: Administrative tasks, donation coordination, and scheduling.
2. Wednesday: Appointment-based pantry hours.
3. Thursday–Friday: Off-site coordination, volunteer training, and emergency deliveries.
4. Saturday: Closed
5. Sunday: Closed except for urgent, pre-approved emergency deliveries

6) Donations – Is there a specific donation area (for random donation drop-off) or are donations only accepted by appointment?

Donations are accepted by appointment only to manage flow and ensure safety. No unsupervised drop-off bins or 24-hour collection points are planned. Donors schedule delivery times directly with staff.

7) Average percentage of food/clothing pick-up vs delivery.

Approximately 55% of distributions occur on-site by appointment, and 45% are emergency deliveries to households unable to travel due to disability, illness, or transportation barriers. This ensures minimal on-site traffic and supports accessibility for vulnerable residents.

Please let us know that you have received this email. We thank you so much for your patience and understanding.

Kindest Regards,
Lisa

Property Overview

- **Address:** 901 1st Capitol Dr, St. Charles, MO 63301
 - **Parcel ID:** 6-009D-B257-00-0003.0000000
 - **Lot Size:** Approximately 0.17 acres (7,405 sq ft)
 - **Building Size:** 1,708 sq ft
 - **Year Built:** 1920
 - **Zoning:** Commercial
 - **Current Use:** Office/Residential
 - **Parking:** 8 off-street spaces
 - **Access:** Fronts 1st Capitol Dr
 - **Setbacks:** Minimal, with the building occupying a significant portion of the lot
-

Structures and Layout

- **Main Building:** A two-story brick structure with five office spaces, four of which have separate entrances.
 - **Accessory Structures:** No detached buildings or accessory structures are noted in the available records.
-

Parking and Access

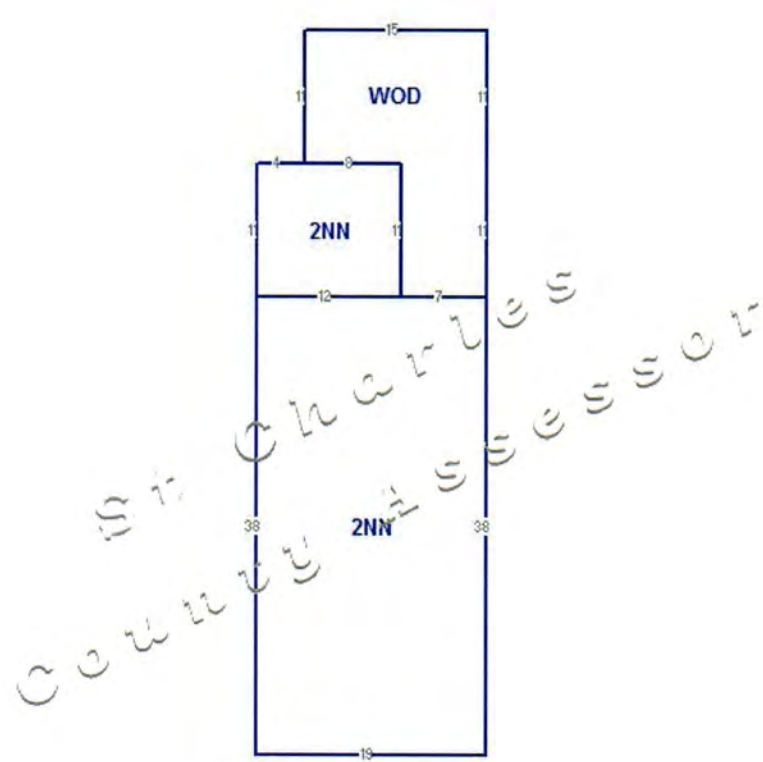
- **Parking:** 8 off-street parking spaces are available, likely situated at the rear or side of the building.
 - **Driveway:** Access is provided via a driveway from 1st Capitol Dr.
 - **Alley:** No alley access is indicated in the available data.
-

Surrounding Features

- **Adjacent Properties:** The property is surrounded by other commercial buildings and is situated within the historic district of St. Charles.
- **Creeks/Drainage:** No creeks or significant drainage features are noted in the immediate vicinity.

Topography: The area is generally level, consistent with the urban setting

901 1ST CAPITOL DR. ST. CHARLES, MO 63301



Legend:
2NN: 2 ST
WOD: WOOD DECK

November 21, 2025

STOUT JOHN H
811 JACKSON ST
ST CHARLES MO 63301

Dear Property Owner:

As the owner of adjoining property or property within 300 feet, you are hereby notified that the City of St. Charles has received an application from Reach St. Charles. The application is **Case No. CUP-2025-27** An application for Conditional Use Permit per §400.220(C)(1)(a) for a Community Service Establishment, specifically for a free food and clothing distribution establishment with office, within the “C-2/EHP” General Business District and within the Extended Historic Preservation District. The subject property is located at 901 First Capitol Drive. The subject property is located in Ward 2.

The St. Charles Planning and Zoning Commission will hold a public hearing on this application on **Monday, December 8, 2025 at 6:00 p.m.** on the fourth floor of City Hall, 200 North Second Street, St. Charles. You may attend the public hearing and make comments concerning the proposal, or you may forward written comments to the Planning and Zoning Commission through the Department of Community Development, 200 North Second Street, Room 303, St. Charles, MO 63301. Following the public hearing, the Commission is expected to forward a recommendation on this application to the City Council. A public hearing on this application before the City Council is scheduled for **Tuesday, January 6, 2026 at 7:00 p.m.** on the fourth floor of City Hall. You will have an opportunity to make comments at that hearing as well. The final decision on these applications will be made by the City Council.

All information regarding this application is available for public inspection by the office of the Department of Community Development, 200 North Second Street, Room 303, St. Charles, MO 63301. If you have questions regarding this letter or the referenced application, you may contact the Department of Community Development at 636-949-3222. In any communication regarding this matter, please refer to the case number given above.

Sincerely,

Lara Berry

Planner
Department of Community Development
City of St. Charles, Missouri



Owner	SiteAddress	MailingAdd	CITYSTATE	ZIP
STOUT JOHN H	811 JACKSON ST	811 JACKSON ST	ST CHARLES MO	63301
FIRST UNITED METHODIST CHURCH OF ST CHARLES MO	801 1ST CAPITOL DR	801 1ST CAPITOL DR	ST CHARLES MO	63301
SIPES IRREVOCABLE TRUST	837 1ST CAPITOL DR	327 CLARK ST	ST CHARLES MO	63301
FIRST METHODIST CHURCH	836 JACKSON ST	801 JACKSON ST	ST CHARLES MO	63301-2653
TMS PROPERTY MANAGEMENT LLC	804 1ST CAPITOL DR	1780 HWY Y	OFALLON MO	63366
814 FIRST CAPITOL LLC	814 1ST CAPITOL DR	814 FIRST CAPITOL DR	ST CHARLES MO	63301-2732
ZIZZO FAMILY TRUST	826 1ST CAPITOL DR	4300 WEST CYPRESS ST STE 600	TAMPA FL	33607
OLENDORFF DELLENE J	823 MADISON ST	921 MADISON ST	ST CHARLES MO	63301
WALTERS GREGORY R	825 MADISON ST	825 MADISON ST	ST CHARLES MO	63301
COMPLETE FACILITIES SERVICES LLC	910 1ST CAPITOL DR	910 1ST CAPITOL DR	ST CHARLES MO	63301-2734
920 FIRST CAPITOL LLC	920 1ST CAPITOL DR	920 1ST CAPITOL DR	ST CHARLES MO	63301
SNIPES JERRY T	909 MADISON ST	3200 SOUTHWICK DR	ST CHARLES MO	63301
LEPPING BRIAN*BLOSE ALICIA	901 MADISON ST	901 MADISON ST	ST CHARLES MO	63301
OLENDORFF DELLENE	921 MADISON ST	921 MADISON ST	ST CHARLES MO	63301-2754
KIRK KAREN A REVOC TRUST	913 MADISON ST	913 MADISON ST	ST CHARLES MO	63301
JOLIDAVIS PROPERTIES LLC	901 1ST CAPITOL DR	901 1ST CAPITOL DR	ST CHARLES MO	63301
STROSS DARREN D	909 1ST CAPITOL DR	909 1ST CAPITOL DR	ST CHARLES MO	63301
STROSS DARREN	OAK AVE	909 1ST CAPITOL DR	ST CHARLES MO	63301
STORE MASTER FUNDING XXXVII LLC	923 1ST CAPITOL DR	8377 E HARTFORD DR STE 100	SCOTTSDALE AZ	85255
STROSS DARREN	OAK AVE	909 1ST CAPITOL DR	ST CHARLES MO	63301
MENTZEL MARGARET REVOC TRUST	396 OAK AVE	1741 BEVERLY DR	ST CHARLES MO	63303
BOSCHERT MELVIN J REVOCABLE TRUST	924 1ST CAPITOL DR	22 OAKWOOD DR	ST CHARLES MO	63301
ARIMATHEA HOLDINGS LLC	1012 1ST CAPITOL DR	1012 1ST CAPITOL DR	ST CHARLES MO	63301
DMR RENTAL PROPERTIES LLC	1001 MADISON ST	502 CORONATION DR	OFALLON MO	63366
1540 CCP LLC	1001 1ST CAPITOL DR	1001 1ST CAPITOL DR	ST CHARLES MO	63301
THREE BROTHERS INVESTMENTS LLC	1000 JACKSON ST	7303 WHITMAN AVE	YAKIMA WA	98903
WAMALAMA LLC	821 MADISON ST	802 MONROE	ST CHARLES MO	63301

Lara Berry

From: John Boyer
Sent: Wednesday, December 3, 2025 9:20 AM
To: Lara Berry
Subject: FW: Community Service Establishment

Please include in comments received for the packet.

John Boyer, CFM
Assistant Dir. Community Development/Planning Manager
Community Development Department
City of St. Charles, Missouri
200 N. Second Street
St. Charles, MO 63301
PH: 636-949-3221

From: str8thinker@yahoo.com <str8thinker@yahoo.com>
Sent: Tuesday, November 25, 2025 10:23 AM
To: John Boyer <John.Boyer@stcharlescitymo.gov>
Subject: Re: Community Service Establishment

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

Dear Mr. Boyer

We would like the cup hearing to be rescheduled to January. The short notice during the holiday months when many neighbors are out of town is prejudicial and lacks adequate notice and opportunity to be heard. We are respectfully requesting the pnz hearing be rescheduled until mid January after the holidays.

Please let me know

Thank you

|||||

Lara Berry

From: Lara Berry
Sent: Friday, December 5, 2025 10:47 AM
To: 'str8thinker@yahoo.com'
Subject: RE: Comments for packet 901 1st Capitol PnZ 12/8/2025

Thank you for your comments. A copy of your email will be provided to the Planning & Zoning Commission and City Council.

Lara Berry

Planner
Department of Community Development
City of Saint Charles
200 North Second Street
St. Charles, MO 63301
Main Office 636.949.3222
Direct Phone 636.949.3230
Fax 636.949.3557

****Please be advised, City Hall will be closed December 24, 2025 - January 1, 2026 for the Holidays.****

From: Roman Buddemeyer <str8thinker@yahoo.com>
Sent: Friday, December 5, 2025 8:53 AM
To: John Boyer <John.Boyer@stcharlescitemo.gov>
Subject: Comments for packet 901 1st Capitol PnZ 12/8/2025

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

Chairman and Members of planning and zoning

My name is Laura Buddemeyer and I live at 837 First Capitol Drive (the old Aimee Bs), next door to the proposed pantry in the Extended Historic Preservation District. I ask you to recommend denial of this Conditional Use Permit.

Parking is impossible (§400.230(E)(3))

Only six on-site spaces for 50–75 clients per week. Plus a minimum of two staff

There is zero public parking on First Capitol Drive in this block. This block already has a problem with accidents.

My driveway at 837 is private property – it is not available for public use.

Even pantries with far more parking (O.A.S.I.S. has 30+ spaces) still generate constant parking complaints. This one will be chaos.

This building is small and is designed to be a small caretakers home not a grocery store.

ADA non-compliance is complete and incurable (§400.230(E)(1)&(2))

The front door frame is well under the required 32-inch clear width and does not open completely as there is shelving and no compliant plans have been submitted.

The only possible parking space closest to their entrance sits on a steep hill — impossible for a wheelchair or walker. The property is not flat as the applicant reported.

With six parking spaces, at least one must be a van-accessible handicapped space (96" + 60" aisle, proper signs, on flat ground closest to the entrance). They have zero — not one striped, signed, or level accessible space.

This excludes people with disabilities entirely and violates both federal ADA standards and the City's own ADA policy.

This is a civil rights violation and excludes a group that is food insecure. It will subject the city to lawsuits at \$75,000 per instance. More over the building is historic and the brick doorway can not be changed.

A public food pantry that excludes people with disabilities violates federal law and the cities overall plan for inclusivity.

The area is completely saturated with food pantries (§400.230(E)(4))

Within a 4-mile radius of this address we already have at least eight major pantries (Salvation Army, Powell Terrace, O.A.S.I.S., St. Vincent de Paul at St. Charles Borromeo, Harvester Christian, New Hope Presbyterian, Sts. Joachim & Ann Care Service, and The Care Service—together serving tens of thousands of people every year.

On top of that, three Blessing Boxes/Little Free Pantries sit within five blocks of this site:

McDonough Street (500 block)

North 5th Street (800 block)

First Capitol Drive (200 block)

There is no unmet need that justifies putting yet another pantry in the heart of our historic residential neighborhood.

It will dramatically worsen existing public-safety and nuisance problems and plight the neighborhood (§400.230(E)(5))

The First St. Charles United Methodist Church one block away has generated over 700 police and citizen calls in the past five months for violent assaults, theft, property damage, and encounters with mentally ill individuals, many with long criminal records.

Reach St. Charles openly serves the same homeless population on their website, yet conveniently omitted that fact from their CUP application. Adding a second major homeless-service magnet on the same block will only intensify the loitering, litter, threats, and crime that already spill onto our front porches.

It will substantially diminish property values.

These women have no training in dealing with mental illness or addiction. While they maybe well intentioned it is a danger to our neighborhood and my family.

(§400.230(E)(5))

Local real estate professionals confirm that over-concentration of social-service facilities routinely depresses nearby home values by 10–20 %. We restored homes here for the quiet, safe, historic character—not to live next to a food pantry to act as parking attendant and security guard with daily police calls.

There is no room to add parking, no feasible way to make this site ADA-compliant, and no honest need for another pantry on this block.

The applicants raise serious credibility concerns

The building is owned by one of the two principal women behind Reach and her husband. They lease the historic property to their own charity while driving Audis and Mercedes. They have zero training in dealing with the population they intend to serve. Meanwhile, the food they distribute is overwhelmingly ultra-processed — Ramen noodles, Stove Top stuffing, sugary cereals — the very items that drive obesity and hypertension in the low-income population they claim to help. This looks less like charity and more like poverty profiteering at the expense of our historic neighborhood.

This is the wrong use, the wrong operators, and the wrong building. Please recommend denial of CU-2025-27 and direct the applicant to a properly zoned commercial property with real parking and safe access.

Thank you,
Laura Buddemeyer

Mr Boyer please add my letter to the packet for 901 1st Capitol Planning and zoning meeting on 12/8/2025. Please respond in writing confirming receipt of my email and that my letter has been added to the packet

Lara Berry

From: Lara Berry
Sent: Friday, December 5, 2025 2:40 PM
To: 'JMS'
Subject: RE: 901 1st Capitol Conditional Use Permit for Community Services Food Pantry Homeless services Please put in the packet

Thank you for your comments. A copy of your email will be provided to the Planning & Zoning Commission and City Council.

Lara Berry
Planner
Department of Community Development
City of Saint Charles
200 North Second Street
St. Charles, MO 63301
Main Office 636.949.3222
Direct Phone 636.949.3230
Fax 636.949.3557

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-----Original Message-----

From: JMS <jmsipes@yahoo.com>
Sent: Friday, December 5, 2025 2:32 PM
To: Lara Berry <Lara.Berry@stcharlescitymo.gov>
Subject: 901 1st Capitol Conditional Use Permit for Community Services Food Pantry Homeless services Please put in the packet

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

This is to ask you to deny the conditional use permit at 901 1st Capitol and add these comments to the packet at Planning and zoning on December 8, 2025.

My multi generational family home is next door at 837 1st Capitol. My grandparents are seniors and my great grandmother is very elderly. I hope to have a family and raise my children in 837 1st Capitol. I am currently working two jobs. one job all night long and one on the weekends and going to school. I attended St. Charles High School being raised by my grandma. I worked very hard to save the money to buy 837 1st Capitol to take care of my family. Lazy is not something my grandmother ever allowed. I am grateful she did not allow us to set idle. I am proud to take care of her in her golden years and give her the home she has loved since a child.

This conditional use permit will run down my property value and it is unacceptable. We already have payday loans, a dollar store, and the nefarious First Methodist Church. We need people who contribute to the beauty and productivity of the street and our city.

It makes you wonder if there is nefarious intent? No city would allow this unless they were intentionally trying to blight the neighborhood. It is no secret that Dan Borgmeneyer and his family are buying property on this street. Is this part of a larger strategy to get property on the cheap? It sure looks like it.

I am beyond insulted that you would consider even allowing a food pantry homeless services organization in the tiny caretakers house next door to my home. I have seen first hand the damage the First St Charles United Methodist Church and their handout program has done to my neighborhood and my family. The City is well aware of the ongoing acts by the Church to intimidate and harass my grandparents and great grandparent. The police are there constantly. The last incident being a man Charles Schlesner chasing my grandma as she threw pumpkins at him trying to escape as he said I am going to burn your house down. My grandma had to retrieve a shotgun to get him to leave as he attempted to enter our back door. He was arrested and charged. Two weeks before that a similar incident occurred with another mental patient by the name of Charles David Ransom. Both Clients of free handouts Showers of the First St Charles United Methodist Church. I have ask the Church repeatedly to hire security to not allow their clients to live there yet everyday they are there whether the church is open or not. Reach is another such organization like the "church" who will not act in good faith to keep the neighborhood safe.

The people that are applying to get this conditional use permit do not work with neighbors and have lied repeatedly to us. When they purchased the house they promised us they would not be bringing in clients only doing outreach. Then we discovered they were already operating the food pantry from 901 1st Captol secretly after the city told them they needed a conditional use permit. Now they say they will only do appointments and not allow anyone to live there. The property is connected to a creek. They lied on the application about that. They said the property is flat It is not flat It is on a hill. They are proven liars.

In addition, Reach board does not work with neighbors and the community, I worked all summer Cutting trees and brush cleaning the hill on their side and installing fence toward our neighborhood erosion mitigation strategy. The final step to stop the erosion was for Reach to sign a form for us to have free Rip Rap from the city on the hill to stop the hill from sliding down into the creek. Reach refused to sig the RIP Rap form once I completed all the work after they had to agreed to do so. My point is you can not believe a thing the ladies at Reach say. They will tell you what you want to hear and then do as they want because they are the most ignorant, self grandiose people you will ever meet who have no concept of reality. They are not trained in dealing with the kind of people they want to bring in and do not care about the consequences to the neighborhood. They act first think later. Just like they do not comply with permit requirements, keeping their word or working with the neighborhood to control erosion. They are currently dumping their gutter on the sidewalk to create a treacherous sidewalk for passerbys. I spoke with them the day they purchased the house about the gutter on my side they said they would take care of it and of course never did. My property line is literally their brick house wall which connects to my fence. What kind of insurance do they have to cover if one of their drug addicts sets something on fire or breaks into my house or does other damage. That is not in their application and should be.

I am offended that I work all the time and you want to set up a handout center next to the most architectural beautiful and historically significant home in the city. When I come home from working I want to rest, instead I am constantly met with dead beat people. I do not want and should not have to deal with. I do not want to be a parking attendant or a security guard for Reach St Charles. The house is a tiny caretakers house it is supposed to be a home. It could work as an office but not a free grocery store. There is inadequate parking and inadequate space and it does not belong in our residential historic neighborhood.

Please say no to this poorly thought through reckless idea and protect our community and keep it safe. Please respect me and reward work not dependency by denying the conditional use permit to Reach St Charles.

Sincerely,

J Millard Sipes
a man who works and contributes to society

Lara Berry

From: str8thinker@yahoo.com
Sent: Friday, December 5, 2025 3:56 PM
To: Lara Berry
Subject: Re: Comments for packet 901 1st Capitol PnZ 12/8/2025
Attachments: IMG_6229.jpeg

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On the page labeled 901 1st capito st Charles Mo 63301 see picture there are several errors and omissions

Please correct the following in the packet

The property is surrounded by residential properties on both sides

837 1st capitol is zoned residential to the east as is 909 1st Capitol is zoned residential to the west side

There are 6 parking spaces see handfilled packet and no handicapped parking spaces

The property is not level it's significant sloping

There is a significant drainage and erosion problem to the rear of the property and there is a creek to the rear.

The first day they bought the property an extremely large tree fell on their deck due to erosion.

I don't understand the hours It's two days a week but then it's when ever they want in an emergency Port people by their nature are always in an emergency so it's a 24 hour pantry shelter? Can you clarify that

Thank you Laura Buddemeyer

Property Overview

- **Address:** 901 1st Capitol Dr, St. Charles, MO 63301
- **Parcel ID:** 6-009D-B257-00-0003.0000000
- **Lot Size:** Approximately 0.17 acres (7,405 sq ft)
- **Building Size:** 1,708 sq ft
- **Year Built:** 1920
- **Zoning:** Commercial
- **Current Use:** Office/Residential
- **Parking:** 8 off-street spaces
- **Access:** Fronts 1st Capitol Dr
- **Setbacks:** Minimal, with the building occupying a significant portion of the lot

Structures and Layout

- **Main Building:** A two-story brick structure with five office spaces, four of which have separate entrances.
- **Accessory Structures:** No detached buildings or accessory structures are noted in the available records.

Parking and Access

No handicap

- **Parking:** 8 off-street parking spaces are available, likely situated at the rear or side of the building.
- **Driveway:** Access is provided via a driveway from 1st Capitol Dr.
- **Alley:** No alley access is indicated in the available data.

Surrounding Features

*Both sides
We are residential*

- **Adjacent Properties:** The property is surrounded by other commercial buildings and is situated within the historic district of St. Charles.
- **Creeks/Drainage:** No creeks or significant drainage features are noted in the immediate vicinity.

Topography: The area is generally level, consistent with the urban setting

Lara Berry

From: Roman Buddemeyer <str8thinker@yahoo.com>
Sent: Monday, December 8, 2025 11:35 AM
To: Lara Berry
Subject: Re: Comments for packet 901 1st Capitol PnZ 12/8/2025

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

That was changed in our place with the assessor we have a residential home loan we could not have gotten please call them. It is not a restaraunt.
Please correct the packet the overlay maybe cbd but the use on both sides is residential and think that must be clarified. Please reconsider the recommendation made by staff. How would you like to live by homeless services provider slash food pantry ?

Its insane we were here first.

Thank you

Darren's house has nev

On Monday, December 8, 2025 at 11:17:46 AM CST, Lara Berry <lara.berry@stcharlescitemo.gov> wrote:

Good morning,

Based on your additional email (attached), I believe you are referring to the property description provided by the applicant. Below is a table and screenshot of the Zoning Map indicating the zoning and land uses surrounding the subject property. In some instances, the land use of a property may not match the Zoning District title. For example, your property is zoned "CBD" Central Business District, however, your land use is a single-family dwelling. Single-family dwellings are permitted by right in the Central Business District, except that in the Historic Downtown District a single-family dwelling shall not be located on the first floor of a building ([Section 400.270.B.3](#)). Based on this, the information included in the staff report is consistent with the Zoning Map, and no revisions appear to be needed.

<i>Direction</i>	<i>Zoning</i>	<i>Land Use</i>
North	C-2 General Business	Commercial – Office, Restaurant
South	R-2 Two-Family Residential	Undeveloped (vacant)
West	C-2 General Business	Single-Family Dwelling
East	CBD Central Business District	Single-Family Dwelling



Thank you,

Lara Berry

Planner

Department of Community Development

City of Saint Charles

200 North Second Street

St. Charles, MO 63301

Main Office 636.949.3222

Direct Phone 636.949.3230

Fax 636.949.3557

****Please be advised, City Hall will be closed December 24, 2025 - January 1, 2026 for the Holidays.****

From: str8thinker@yahoo.com <str8thinker@yahoo.com>
Sent: Monday, December 8, 2025 10:04 AM
To: John Boyer <John.Boyer@stcharlescitymo.gov>
Subject: Re: Comments for packet 901 1st Capitol PnZ 12/8/2025

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

Please correct the packet The homes on both sides of the 901 1st Capitol are residential homes not commercial zoning which might be why staff erroneously recommended the use.Ours was changed when our son purchased the place. Please resubmit the corrections and ask staff to reconsider their recommendation to grant the conditional use permit. The lot is not flat and they are next to a creek and there is an erosion problem. Thank you and let me know as soon as you can if staff has changed their recommendation.

Lara Berry

From: str8thinker@yahoo.com
Sent: Monday, December 8, 2025 12:16 PM
To: Lara Berry
Subject: Re: Comments for packet 901 1st Capitol PnZ 12/8/2025

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

Can you put a note in their description We are not a commercial building in either side both are used and built to be homes as is the building they are trying to make a socialist grocery store.

On Monday, December 8, 2025 at 11:17:46 AM CST, Lara Berry <lara.berry@stcharlescitemo.gov> wrote:

Good morning,

Based on your additional email (attached), I believe you are referring to the property description provided by the applicant. Below is a table and screenshot of the Zoning Map indicating the zoning and land uses surrounding the subject property. In some instances, the land use of a property may not match the Zoning District title. For example, your property is zoned “CBD” Central Business District, however, your land use is a single-family dwelling. Single-family dwellings are permitted by right in the Central Business District, except that in the Historic Downtown District a single-family dwelling shall not be located on the first floor of a building ([Section 400.270.B.3](#)). Based on this, the information included in the staff report is consistent with the Zoning Map, and no revisions appear to be needed.

<i>Direction</i>	<i>Zoning</i>	<i>Land Use</i>
North	C-2 General Business	Commercial – Office, Restaurant
South	R-2 Two-Family Residential	Undeveloped (vacant)
West	C-2 General Business	Single-Family Dwelling
East	CBD Central Business District	Single-Family Dwelling

Lara Berry

From: str8thinker@yahoo.com
Sent: Monday, December 8, 2025 12:32 PM
To: Lara Berry
Subject: Re: Comments for packet 901 1st Capitol PnZ 12/8/2025
Attachments: image003.png; IMG_6148.jpeg

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

Please Add this screen shot of Reachwebpage to the packet as the applicant is not being honest about what they are actually doing in the building.

Reach is dishonest and the lord and omissions are throughout their application

On Monday, December 8, 2025 at 11:17:46 AM CST, Lara Berry <lara.berry@stcharlescitemo.gov> wrote:

Good morning,

Based on your additional email (attached), I believe you are referring to the property description provided by the applicant. Below is a table and screenshot of the Zoning Map indicating the zoning and land uses surrounding the subject property. In some instances, the land use of a property may not match the Zoning District title. For example, your property is zoned "CBD" Central Business District, however, your land use is a single-family dwelling. Single-family dwellings are permitted by right in the Central Business District, except that in the Historic Downtown District a single-family dwelling shall not be located on the first floor of a building ([Section 400.270.B.3](#)). Based on this, the information included in the staff report is consistent with the Zoning Map, and no revisions appear to be needed.

<i>Direction</i>	<i>Zoning</i>	<i>Land Use</i>
North	C-2 General Business	Commercial – Office, Restaurant
South	R-2 Two-Family Residential	Undeveloped (vacant)
West	C-2 General Business	Single-Family Dwelling
East	CBD Central Business District	Single-Family Dwelling



Reach St. Charles

OUR MISSION

Our goal is to connect individuals in St. Charles County with resources to address their specific need(s), on a case-by-case basis. We provide food boxes, holiday meal boxes, distribute meals, supplies, and clothing to the homeless, and contact organizations and agencies to help meet various needs as they arise.



STAY IN TOUCH

reachstcharles.org

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): N/A

Description:

Case No. CU-2025-28. (Gwen Keen – QuikTrip Corporation) An application for a Conditional Use Permit per §400.230(C)(1)(a) for an Automobile Service Station and §400.230(C)(1)(a) for Liquor Sales. The property is zoned C-3 Highway Business District located at 3801 Harry S Truman Boulevard. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is a Conditional Use Permit for an automobile service station and liquor sales use (QuikTrip) located at 3801 Harry S Truman Boulevard. The property is located within the C-3 Highway Business District, and City Ordinance requires approval of a Conditional Use Permit for establishments to have in-vehicle service (automobile service station) and a liquor sales use. The site plan was also reviewed and approved by the Planning and Zoning Commission at the December 8, 2025 meeting where a condition was included that the site plan was pending a conditional use approval from council and that the West Clay entrance be installed as approved by MODOT via right-in/right-out only.

The Planning and Zoning Commission considered this item at their December 8, 2025 meeting where a representative of the applicant was present and there were no public speakers. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed) subject to

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2025-28: 3801 Harry S Truman Boulevard- Recommended Conditions

1. This Conditional Use Permit for in-vehicle sales and service (gas station) as well as Liquor Sales is issued to QuikTrip only at 3801 Harry S Truman Blvd is not transferable to another location and/or applicant/tenant/business.
2. Approval of this Conditional Use for Liquor Sales 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 operation plan (Automobile Service Station and Convenience Store).
4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.
5. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.



AGENDA ITEMS #7 & 8

**STAFF REPORT
CONDITIONAL USE NO. CU-2025-28
SITE PLAN NO. SP-2025-12
3801 HARRY S TRUMAN BOULEVARD**

**DECEMBER 8, 2025
BY MADELYN P. BROWN**

APPLICANT: Gwen Keen
QuikTrip Corporation
13500 Riverport Drive, Suite 175
Maryland Heights, MO 63043

OWNER: Gemini Terrasky LLC
14567 N Outer 40 Road, Suite 475
Chesterfield, MO 63017

ADDRESS/LOCATION: 3801 Harry S Truman Boulevard
Ward 6

TENANT SPACE: 1.79 Acres (overall)

EXISTING ZONING: C-3 Highway Business District

PROPOSED USE: In-Vehicle Service (Automobile Service Station) and
Liquor Sales

REQUEST

The applicant has submitted two (2) applications for the construction of a new automobile service station (QuikTrip), located at 3801 Harry S Truman Boulevard.

1. A conditional use permit for an automobile service station and liquor sales use within the C-3 Highway Business District zoning for a 1.79 acre tract of land.
2. Site plan application for a new automobile service station with a convenience store and fuel pumps.

This application will address/analyze both applications. The subject property is located in Ward 6, on the northwest corner of West Clay Street and Harry S Truman Boulevard.



Figure 1: Aerial view.

CONDITIONAL USE ANALYSIS

This request is for liquor sales and in-vehicle service (automobile service station) specifically for a new QuikTrip gas station. City Ordinance requires approval of a Conditional Use Permit for an automobile service station/gas station use in addition to establishments that apply for a Liquor License. The proposed development consists of a new convenience store building, fuel canopy, and associated site improvements on the 1.79 acre property located at the northwest corner of West Clay Street and Harry S Truman Boulevard. There are a total of six (6) fuel pumps proposed on site under the canopy. There is not a carwash proposed. Additional details regarding the site improvements and proposed construction will be provided in the site plan analysis, below. The convenience store component will include a QT kitchen as well as the sale of various food items

and products typical of the use. The liquor sales are typical of a gas station convenience store and will consist of packaged liquor. All liquor sales will function as an accessory component to the primary automobile service station and convenience store use.

The applicant has provided a written development plan along with this application, detailing the functions of the proposed use and demonstrating that the project can operate in compliance with the Conditional Use standards of the Zoning Ordinance.

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 closest to Activity Center #4 (Cave Springs). The proposed automobile service station and liquor sales use at this location is compatible with the existing uses around this activity center and along the corridor.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 3801 Harry S Truman Blvd nearest to Activity Center #4. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

developed as a result of the implementation of the provisions and policies of the Zoning Ordinance, Comprehensive Plan, or any other plan, program, or ordinance adopted or under consideration pursuant to official notice by the city.

Based upon a review of the proposed land uses, and with confirmation from the Engineering and Fire Departments that access and transportation elements have been satisfactorily addressed with no outstanding comments, if conditioned properly and operated in compliance with the Zoning Ordinance, the proposal should not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city.

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

Staff believes in-vehicle service/automobile service station and liquor sales use can be compatible within its commercial and industrial surroundings and should not produce negative effects to neighboring properties or the neighborhood. Staff believes this use can continue to operate in a manner that is consistent with the area.

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

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

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

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

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

Consistency with Chapter 600 (Alcoholic Beverages)

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

“No liquor license or restaurant liquor license shall be granted to any person for any premises if the property line of the premises sought to be licensed is less than three hundred (300) feet from the property line of any property used as a hospital, school or church, from the property line of any property in a residential zoning district, any residential land use in the "HCD" zoning district, or in the O-I zoning district, unless the applicant for the

license shall first obtain the consent of the City Council. Such consent shall not be granted until at least ten (10) days' written notice has been provided to all owners of property within three hundred (300) feet of the proposed licensed premises."

The subject property is not located within 300 feet from a hospital, school, church, or residence. Therefore, the notification provisions of Section 600.280(C) are not applicable. Regardless, since a Conditional Use Permit is associated with a public hearing, and all property owners within 300 feet of the subject property are notified 15 days prior to the hearing. While the above-mentioned code section is not applicable to this application, all nearby property owners have been adequately notified.

SITE PLAN ANALYSIS

In addition to the above request, the applicant is proposing to construct a new QuikTrip convenience store building in addition to a fuel canopy and gas pumps on the overall 1.79 acre lot.

Buildings/Elevations

A new convenience store building is proposed in association with the site plan, which is 6,445 square feet in size. The proposed structure includes a vestibule with entrances on the east and west elevations, along with a walk-up window for order pick-up. The applicant states that the window will be used exclusively for walk-up customers. As it cannot be accessed by vehicles, the Conditional Use Permit for in-vehicle sales does not apply to, or authorize use of the window via drive-thru access for vehicles.

The applicant has submitted elevations displaying the materials of the building. The structure is primarily composed of brick (approximately 62%). With the exception of the storefront door and window system and the designated signage area, the remaining elevation material consists of a porcelain tile.

As proposed, the structure does not meet the 100% masonry requirement of Section 400.965 of the Zoning Code. Approximately 62% masonry has been achieved. While the proposal is not compliant with the masonry standards of the Zoning Ordinance, these design standards may be exempted/or exceptions permitted by the Planning and Zoning Commission with good cause.

The Purpose Statement of the Architectural Design Standards of this section states:

"The purpose of these architectural and design standards is to ensure the highest quality and most aesthetically pleasing development in all areas of the City. Redevelopment and new development in the City reflects on the image of St. Charles and it is crucial that new structures and rehabilitation or additions to old structures adhere to a higher standard to reflect positively on the City's progressive attitude toward its future. These standards are not intended to restrict imagination or variety, but rather to assist in focusing on a design which results in an architectural style that creates a signature appearance that is distinctly St. Charles."

While 100% masonry has not been achieved here with the inclusion of the porcelain tile, the Planning and Zoning Commission may discuss the appropriateness of the materials selected and the overall design provided by the City language referenced above.

Per the Architectural Design Standards, masonry is defined as:

“Exposed face brick or natural building stone which is used as a facing component which is applied over exterior wall back-up construction. Face brick shall be prismatic units in a variety of sizes, colors and shapes. Brick shall be manufactured from clay, shale or similar naturally occurring earthy substances and subject to firing in a kiln. Natural building stone shall include stone that is sawed, cut, split or otherwise finished or shaped having a minimum thickness of one (1) inch. Natural building stone shall include granite, limestone, marble, slate, soapstone, sandstone or other natural stones of similar characteristics and physical properties. Molded, cast or otherwise artificially aggregated units composed of fragments of natural stone (excluding concrete masonry units) may be used with the approval of the City.”

The proposed tile does not meet the definition of masonry as outlined above; however, staff believes the material aligns with the spirit and intent of the standards as a fired ceramic product. While this design would be new to the St. Louis area, the use of porcelain tile is consistent with the design of newer QuikTrip convenience store constructions.

Additionally, the use of this material enhances the architectural design and visual appeal of the elevation beyond what could be accomplished with brick alone. Overall, staff is supportive of the elevations/design.

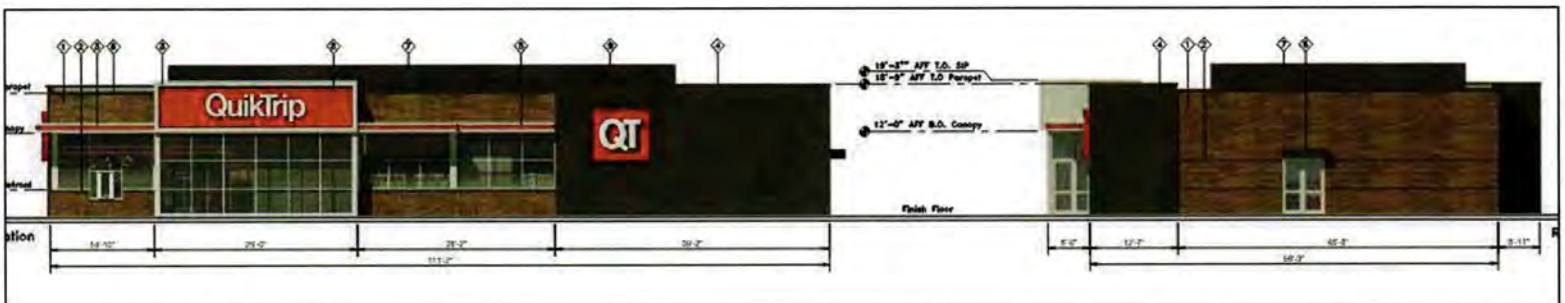


Figure 2: South and west elevations.

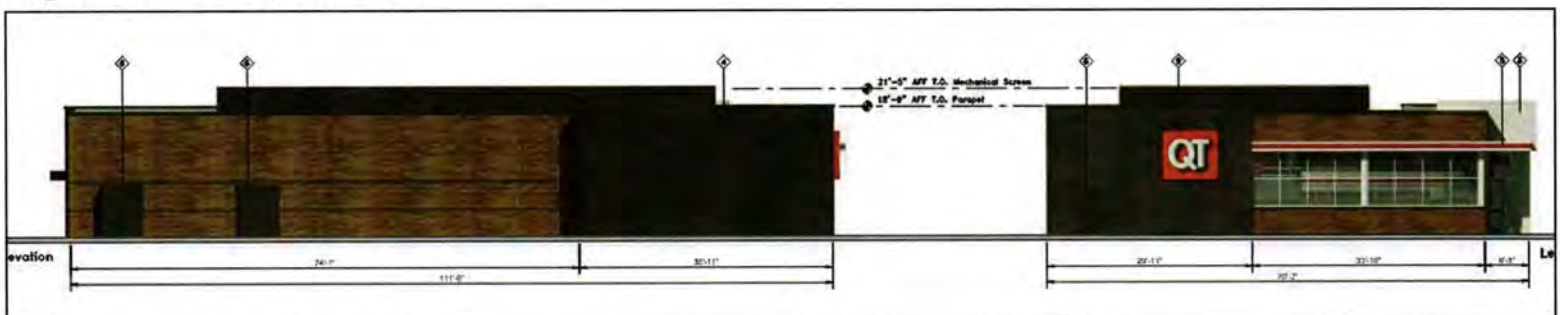


Figure 3: North and east elevations.

Transportation (access), Parking & Loading

As a part of the proposal, the submitted site plan has two (2) access points. These access points are located at the northeast side of the lot to provide access from Harry S Truman Blvd, and the southern side of the lot from West Clay Street (outer road to I-70). The Harry S Truman Blvd

access point is existing while the West Clay access would be new. The applicant has received review and approval from MODOT for the new access point as this roadway is under the jurisdiction of MODOT and not a city street.

A traffic memo was provided by the applicant in regards to this site as required by the City. Per the provided traffic memo, it has been found that the proposed site is sufficient in traffic management. Based upon this information, it is the opinion of the Engineering Department and Planning Staff that adequate traffic measures have been provided. No additional concerns have been documented.

Parking is in compliance with the City parking standards. The minimum Code standard for “convenience store with fuel” requires one (1) per 250 square feet of floor area plus one (1) per every two (2) fuel pumps. Based on these parking standards, the proposed site plan would require 33 parking spaces in total for the proposed. The proposed plan includes 45 standard spaces with an additional 2 accessible spaces, for 47 spaces in total. Parking shall be located within a paved and striped parking space as designated on the submitted site plan. Additionally, drive aisles adjacent to 90 degree parking maintain aisle widths meeting the minimum requirement of 26.5’.

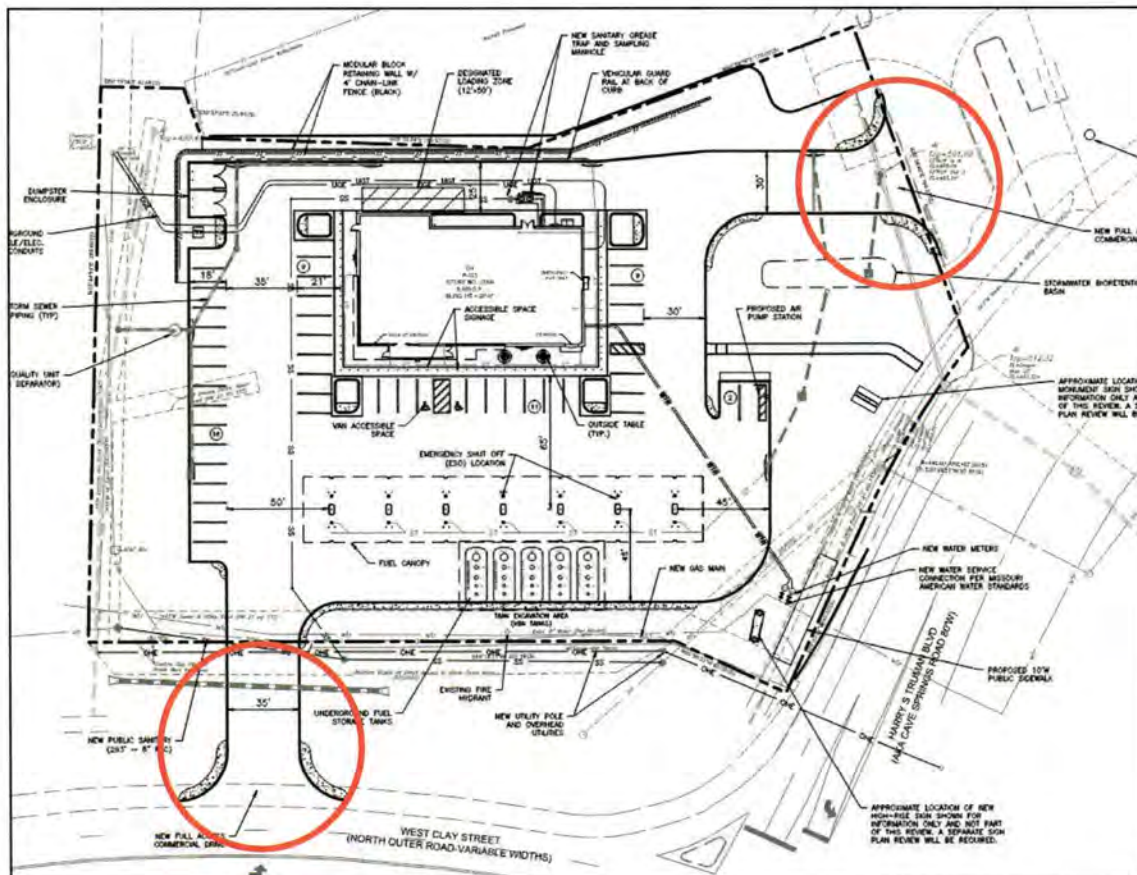


Figure 4: Proposed access points.

Landscaping/Lighting

The landscaping requirements meet the City of St. Charles landscape standards. Landscape buffers have been added along parts of each side of the lot. The added landscape buffers meet the 15’

requirement for landscape areas along public right of ways. The plantings within these buffers follow the code requirements for shade trees and shrubs. Per the site plan, these plantings are native and drought resistant so no irrigation is required.

The proposed lighting is also compliant with City standards. A photometric plan has been provided along with specification sheets of all lighting. The exterior lighting meets the requirement to be shielded to direct light straight down, other than architectural accent lighting.

Furthermore, the City Code allows the Planning and Zoning Commission to recommend conditions of approval to protect surrounding properties, as well as to give consideration with respect to location and site plan in the recommendations.

STAFF RECOMMENDATION

CU-2025-28:

This conditional use can operate in conformance with City requirements, is compatible with surrounding land uses and complies with the Comprehensive Plan of the City of St. Charles. Staff recommends **approval** of the proposed conditional use for In-Vehicle Sales and Service (gas station) and Liquor Sales associated with a convenience store use, subject to the following conditions:

1. This Conditional Use Permit for in-vehicle sales and service (gas station) as well as Liquor Sales is issued to QuikTrip only at 3801 Harry S Truman Blvd is not transferable to another location and/or applicant/tenant/business.
2. Approval of this Conditional Use for Liquor Sales 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 operation plan (Automobile Service Station and Convenience Store).
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.

SP-2025-12:

Staff recommends approval of application SP-2025-12.

Recommended Motions:

1. *Motion to forward application CU-2025-28 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.*
2. *Motion to approve application SP-2025-12.*

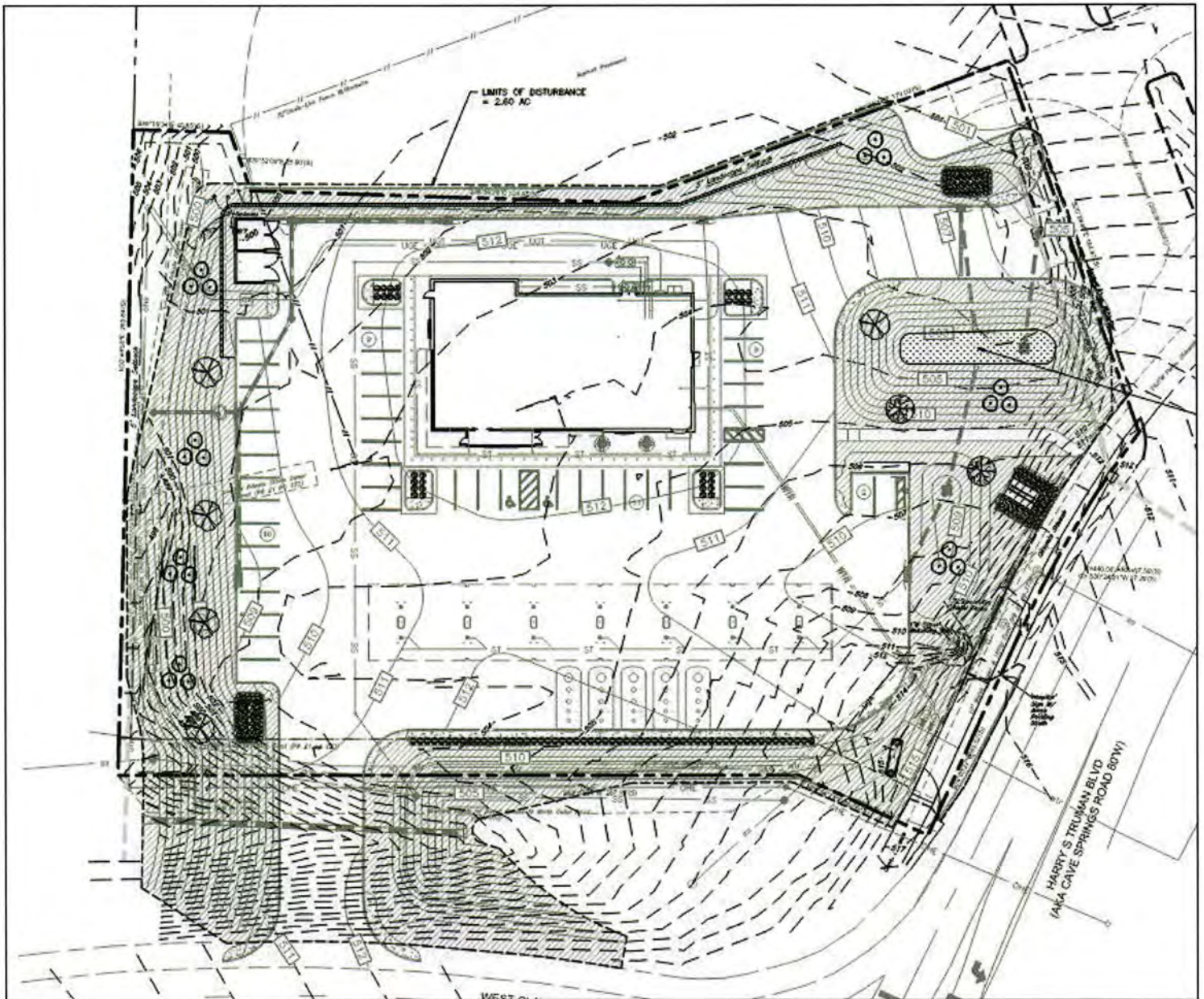


Figure 5: Submitted Site Plan.

GENERAL NOTES:

1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE WORK SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE WORK SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE WORK SHOWN ON THESE PLANS.
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WETLANDS NOTICE:

ANY DEVELOPMENT, EXCAVATION, CONSTRUCTION, OR FILLING IN A U.S. CORPS OF ENGINEERS DESIGNATED WETLAND IS SUBJECT TO LOCAL, STATE, AND FEDERAL APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE WORK SHOWN ON THESE PLANS.

WARRANTY/DISCLAIMER:

THE CONDITIONS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE WORK SHOWN ON THESE PLANS.

NOTICE TO BIDDERS:

ALL QUESTIONS REGARDING THE PREPARATION OF THE GENERAL CONTRACTOR'S BID SHALL BE DIRECTED TO THE OWNER'S CONSTRUCTION REPRESENTATIVE. SUBCONTRACTORS MUST DIRECT THEIR QUESTIONS THROUGH THE SHOWN CONSTRUCTION CONTRACT REPRESENTATIVE AND/OR AUTHORIZATION FROM THE OWNER/DEVELOPER.

FLOOD CERTIFICATION:

THE BIDDERS SHALL BE RESPONSIBLE FOR LOCATING AND NOTING ANY PREVIOUSLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR THE CITY OF ST. CHARLES, MISSOURI, COMMUNITY PANEL NUMBER 24 (REVISIONS EFFECTIVE DATE JANUARY 24, 2014).

SITE DEVELOPMENT PLANS FOR QUIKTRIP STORE #0616 3801 HARRY S. TRUMAN BLVD. ST. CHARLES, MISSOURI



Vicinity Map
Map by Esri



SHEET INDEX	
SP1	COVER SHEET
SP2	EXISTING SITE PLAN
SP3	PROPOSED SITE PLAN
SP4	GRADING PLAN
SP5	UTILITIES PLAN
SP6	PAVING PLAN
SP7	TRUCK MANAGEMENT EXHIBIT

SITE DATA

PARCEL NO.: 6-001-0355-00-0003.000000
 EXISTING ZONING: C-3 HIGHWAY BUSINESS DISTRICT
 PROPOSED USE: COMMERCIAL/FOOD STORE
 W/ PETROLEUM SERVICES
 DEVELOPMENT AREA: (102,817 S.F.) 2.34 AC
 BUILDING SETBACKS: FRONT 25'
 SIDE NONE
 REAR NONE

BUILDING INFORMATION

NEW BUILDING: 6,474 SF
 EXISTING CALCULATIONS: FINISHANCE STORE W/ FUEL - 33 SPACES
 (1 SPACE/250 BLDG. SF PLUS 1 SPACE/2 FUEL PUMPS)
 TOTAL PROVIDED PARKING - 47 SPACES
 (INCLUDES 1 STANDARD & 1 VAN ACCESSIBLE SPACE)

LOADING SPACE CALCULATIONS

LOADING SPACE CALCULATIONS:
 PROVIDED LOADING SPACE = 1 SPACE (10,500)
 NOTES:
 1. SITE PAVEMENT SHALL BE DESIGNED TO ACCOMMODATE AN 18'0" WIDE TRUCK WITH A 10'0" HIGH OVERHEAD CLEARANCE.
 2. ALL STORMWATER FLOWS 4 CFS OR GREATER SHALL BE TREATED.
 3. SOILS OF ANY APPEARANCE SHALL BE A MINIMUM OF 7 INCHES OF P.L.C. PAVEMENT OVER 3 INCHES OF AGGREGATE BASE PER CITY OF ST. CHARLES.

MUNICIPAL CONTACT LIST:

ST. CHARLES DEPARTMENT OF COMMUNITY DEVELOPMENT
 3301 ROSCHERDOWN ROAD
 ST. CHARLES, MO 63301
 TEL: 636-944-3426
 CONTACT: ZACH TUSHNETZ
 ST. CHARLES DEPARTMENT OF PUBLIC WORKS
 3301 ROSCHERDOWN ROAD
 ST. CHARLES, MO 63301
 TEL: 636-944-3363

PROJECT CONTACT LIST:

GENERAL CONTRACTOR
 CONTACT: MARK WALY, L.S.
 300 N. 2ND STREET, SUITE 303
 ST. CHARLES, MISSOURI, 63301
 TEL: 636-492-3000
 FAX: 636-492-3068
 CONTACT: NATHAN DOWAN, P.E.
 QUARTER CORPORATION
 11101 W. 43RD AVENUE
 TULSA, OK 74134
 TEL: 918-815-5475

UTILITY CONTACT LIST:

CITY OF ST. CHARLES UTILITY DEPARTMENT
 CONTACT: JAMES SMITH
 100 N. 3RD STREET
 ST. CHARLES, MISSOURI 63301
 TEL: 636-430-0820
 AMGEN (ELECTRIC)
 CONTACT: JIMMY WATSON
 1000 W. 15TH AVENUE
 TULSA, OK 74104
 TEL: 918-582-7583
 SPECTRUM
 CONTACT: JIMMY WATSON
 1000 W. 15TH AVENUE
 TULSA, OK 74104
 TEL: 918-582-7583

QUIKTRIP No. 0616
 3801 HARRY S. TRUMAN BLVD.
 ST. CHARLES, MISSOURI

CDI CIVIL ENGINEERS
 4222 Grubbs Ave
 St. Louis, MO 63110
 Tel: 314-961-1000
 Fax: 314-961-1000
 www.cdi-engineers.com

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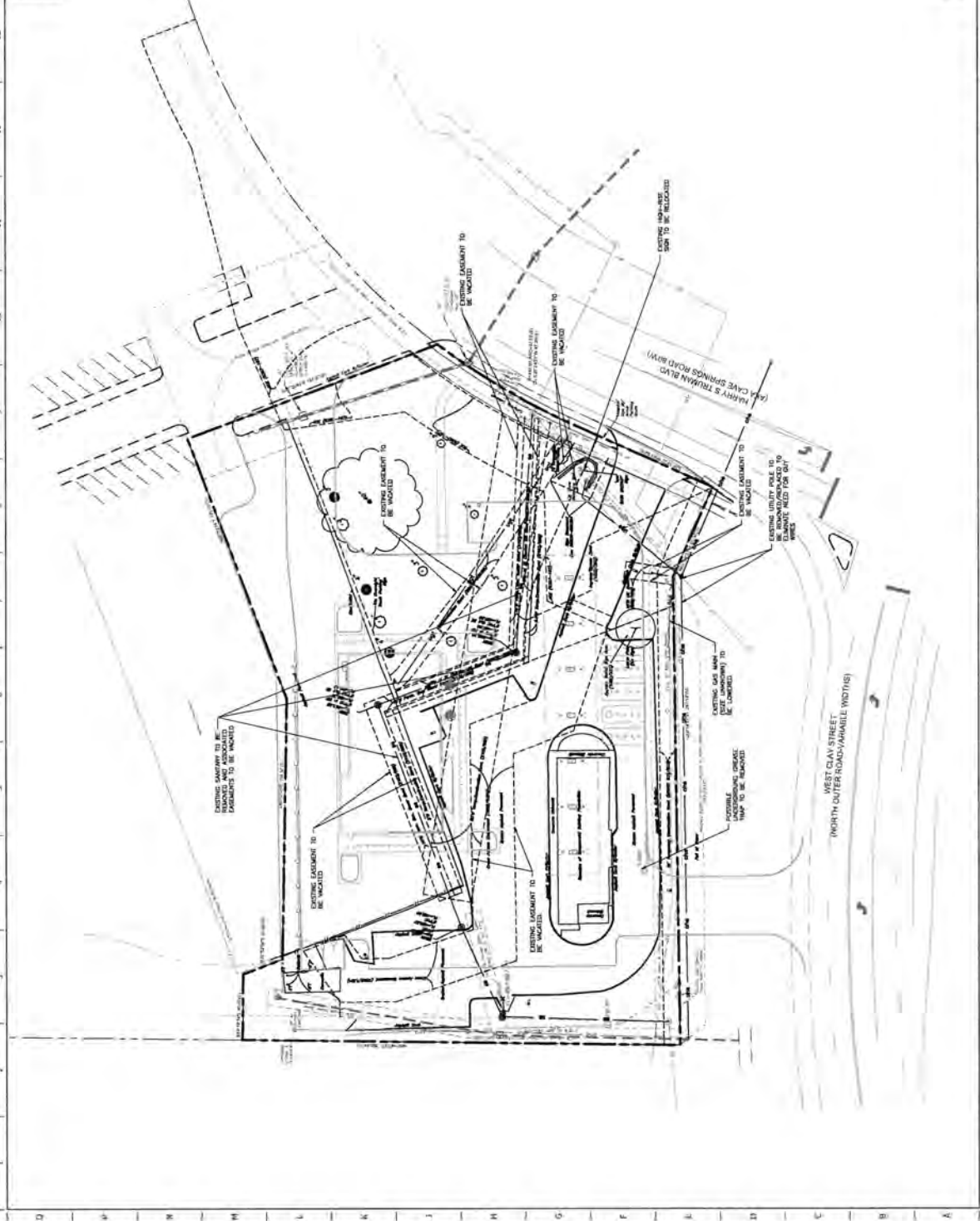
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 TULSA, OK 74104
 TEL: 918-582-7583

	 3801 HARRY S. TRUMAN BLVD. ST. CHARLES, MISSOURI 63043 PROJECT NO. 0616		ORIGINAL ISSUE DATE:	SHEET TITLE: DEMOLITION PLAN (PRELIM)	SHEET NUMBER: SP2

MISCELLANEOUS DEMOLITION NOTES
 1. ALL ITEMS IN BOLD ARE TO BE DEMOLISHED.
 2. ALL ITEMS IN ITALIC ARE TO BE MAINTAINED.
 3. ALL ITEMS IN DASHED ARE TO BE RELOCATED.
 4. ALL ITEMS IN SOLID ARE TO BE RELOCATED.
 5. ALL ITEMS IN DOTTED ARE TO BE MAINTAINED.





CDJ
 CIVIL ENGINEERING, INC.
 1111 HARRIS BLVD.
 ST. CHARLES, MISSOURI 63301

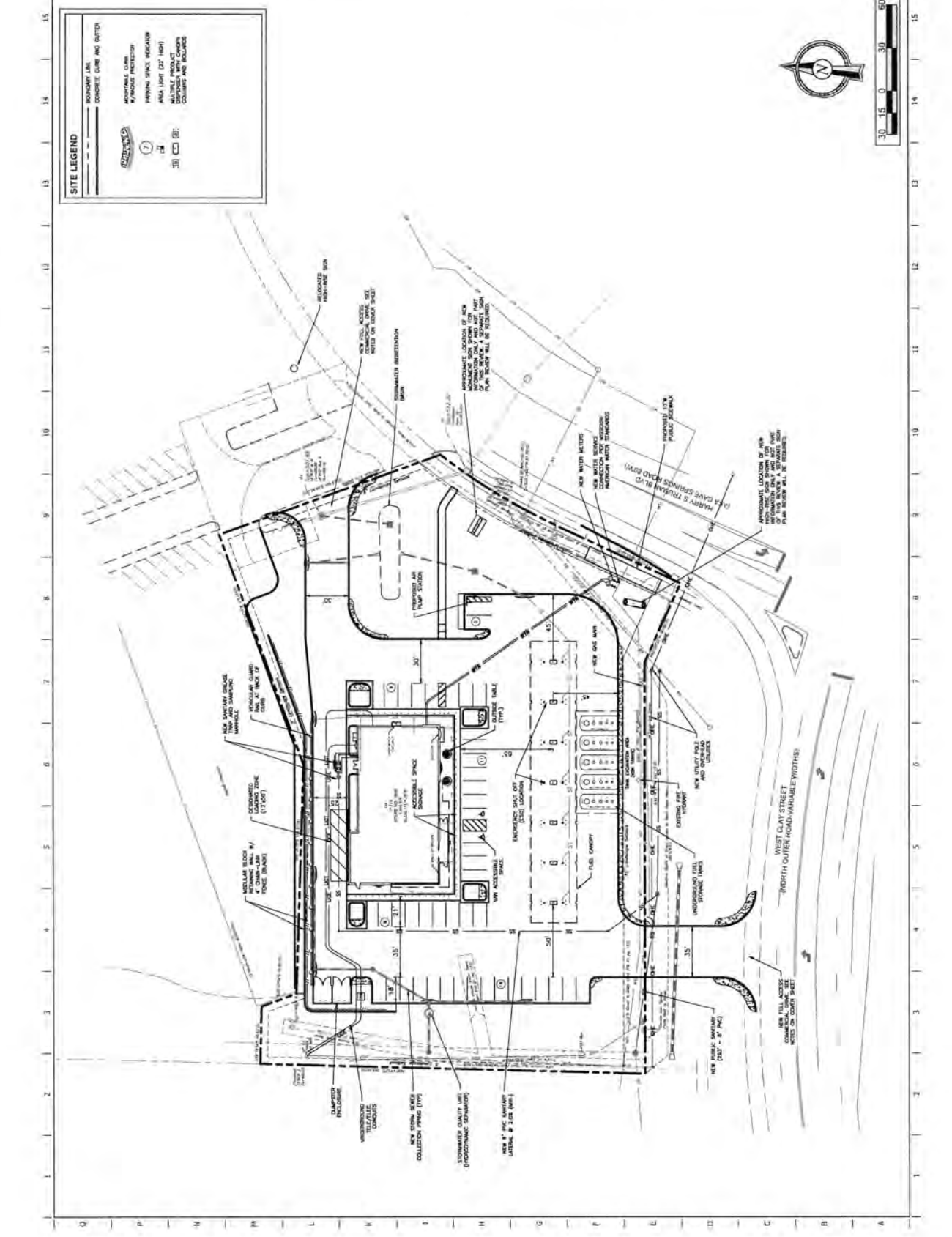
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3801 HARRY S. TRUMAN BLVD.
ST. CHARLES, MISSOURI



CDJ
 CIVIL ENGINEERING, INC.
 1111 HARRIS BLVD.
 ST. CHARLES, MISSOURI 63301
 TEL: 636-221-1111
 FAX: 636-221-1112
 WWW.CDJ-INC.COM
 REGISTERED ENGINEER
 PROJECT NO. 0616

REV.	DATE	DESCRIPTION



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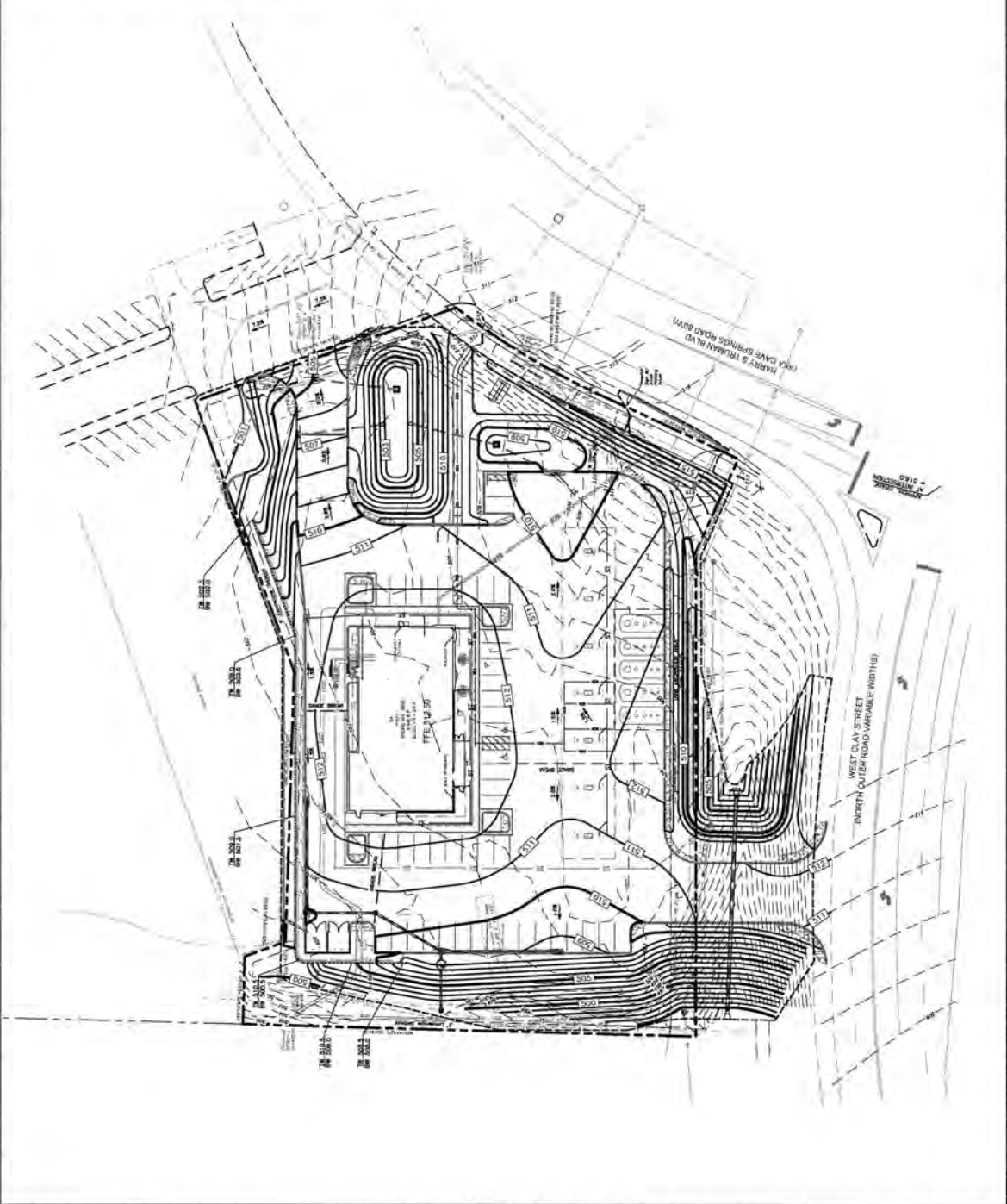
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GRADING LEGEND

ST	STORM WARE (6" 12" 18")
SE	SEWER (6" 12" 18")
FD	FRENCH DRAIN
CD	CURB
MA	MAJOR CONTOUR (NEW)
MI	MINOR CONTOUR (NEW)
EX	EXISTING CONTOUR
AD	ADA (NEW)
TC	TOP OF CURB ELEVATION (NEW)
CE	CENTER ELEVATION (NEW)
EL	ELEVATION (NEW)
EL	ELEVATION (EXISTING)
SP	SPOT ELEVATION (NEW)
SP	SPOT ELEVATION (EXISTING)

GRADING NOTES

- FOR CANYON INSTALLATION, INSTALL THE CANYON WITHIN THE EXISTING CURB AND GUTTER. THE CANYON SHALL BE INSTALLED WITH A MINIMUM 1% SLOPE TO THE STREET. THE CANYON SHALL BE CONSTRUCTED AS A "VERTICAL CURVE" WITH A MINIMUM 1% SLOPE TO THE STREET. THE CANYON SHALL BE CONSTRUCTED WITH A MINIMUM 1% SLOPE TO THE STREET. THE CANYON SHALL BE CONSTRUCTED WITH A MINIMUM 1% SLOPE TO THE STREET.
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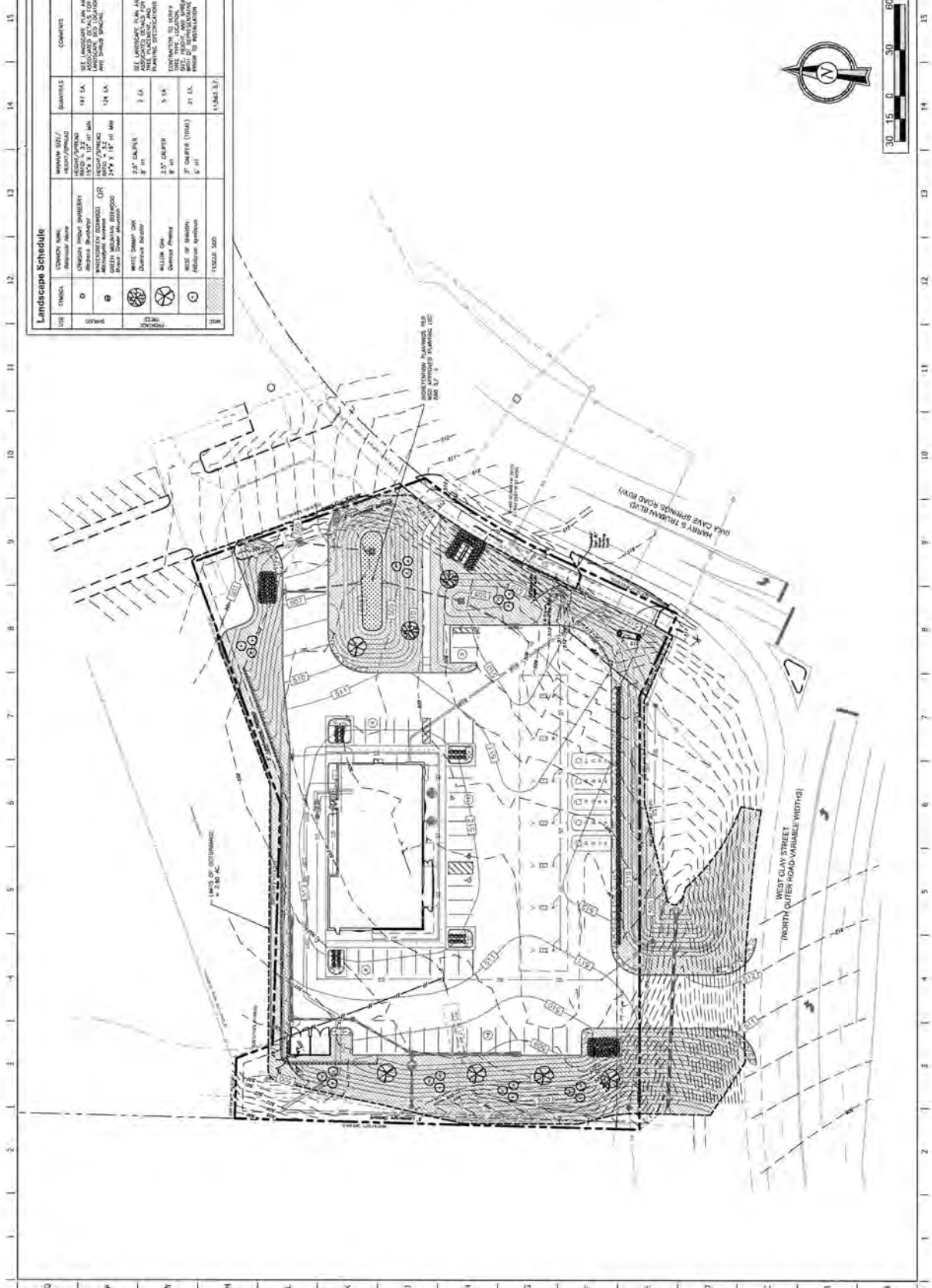


QuikTrip No. 0616
 3801 HARRY S. TRUMAN BLVD.
 ST. CHARLES, MISSOURI

ORIGINAL ISSUE DATE: _____
 SHEET TITLE: LANDSCAPE (PS/L) (S)
 SHEET NUMBER: L100

Landscape Schedule

SYMBOL	CONCRETE WALL / MATERIAL / FINISH	DIAMETERS	COMMENTS
1	CONCRETE FINISH: BRICK PATTERN OR BRICK PATTERN WITH METALLIC FINISH	18" DIA.	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR MATERIALS AND FINISHES WITH STRIP SPACING
2	BRICK PATTERN WITH METALLIC FINISH	18" DIA.	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR MATERIALS AND FINISHES WITH STRIP SPACING
3	BRICK PATTERN WITH METALLIC FINISH	18" DIA.	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR MATERIALS AND FINISHES WITH STRIP SPACING
4	BRICK PATTERN WITH METALLIC FINISH	18" DIA.	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR MATERIALS AND FINISHES WITH STRIP SPACING
5	BRICK PATTERN WITH METALLIC FINISH	18" DIA.	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR MATERIALS AND FINISHES WITH STRIP SPACING
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14	BRICK PATTERN WITH METALLIC FINISH	18" DIA.	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR MATERIALS AND FINISHES WITH STRIP SPACING
15	BRICK PATTERN WITH METALLIC FINISH	18" DIA.	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR MATERIALS AND FINISHES WITH STRIP SPACING





QuikTrip No. 0616
 3801 HARRY S. TRUMAN BLVD.
 ST. CHARLES, MISSOURI

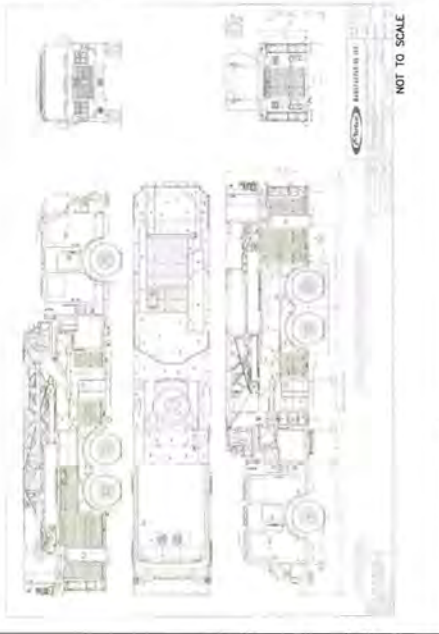
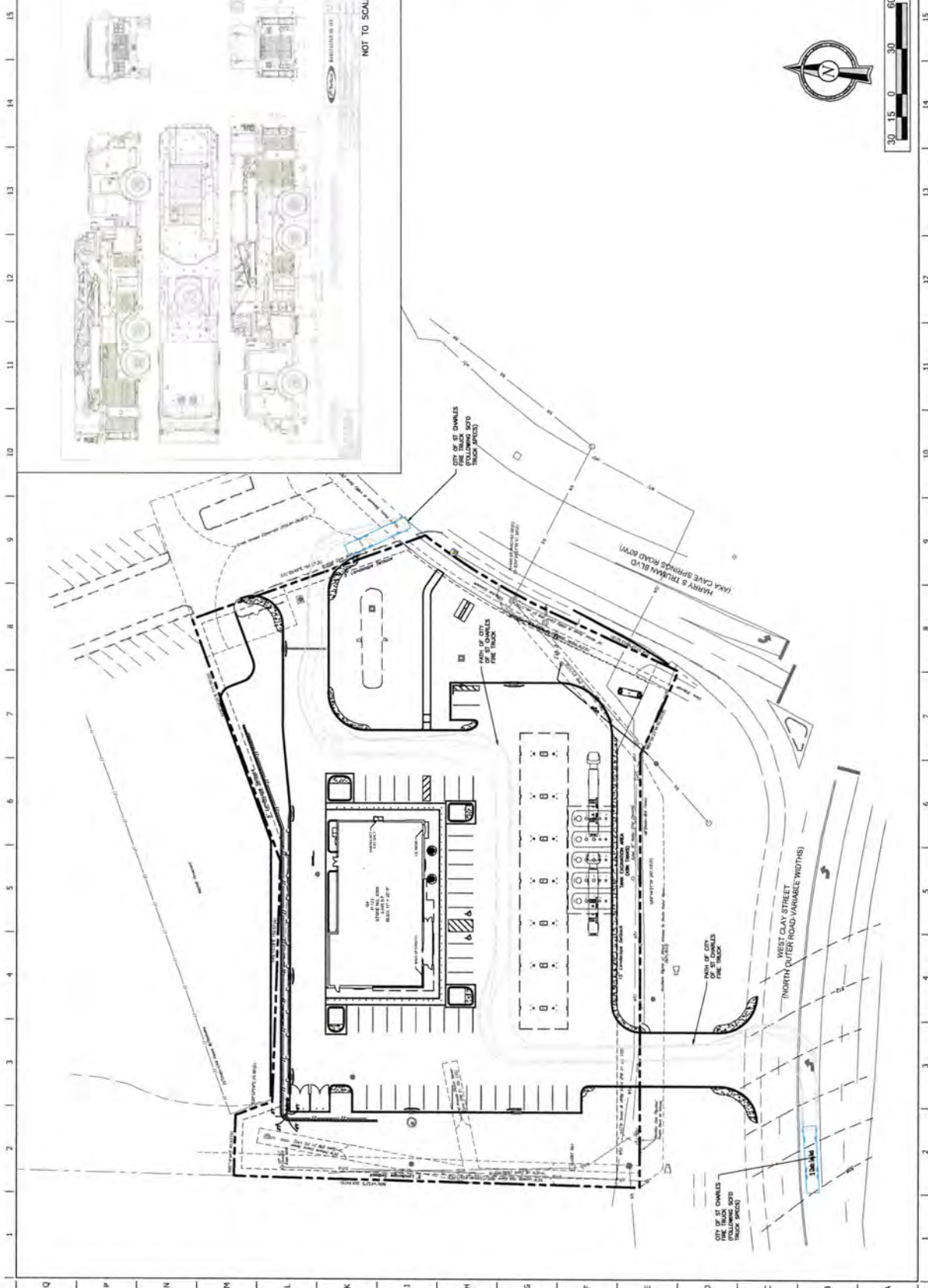


PROJECT NO.	0616
DATE	12/19/2018
DESIGNED BY	
CHECKED BY	
APPROVED BY	

REV	DATE	DESCRIPTION

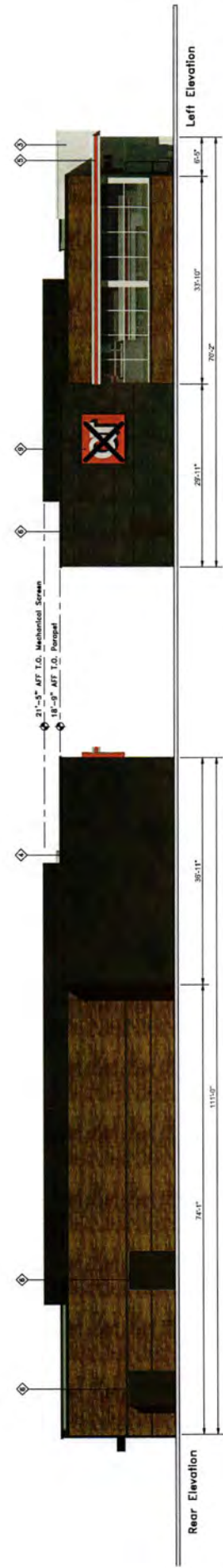
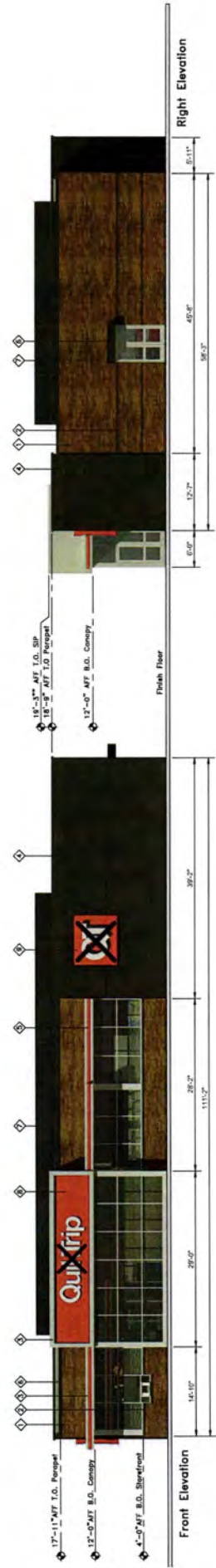
SHEET TITLE:
**FIRE TRUCK TURN
 MOVEMENT LAYOUT**

SHEET NUMBER:
EX1



G4 Material SF & Percentage Table

	TOTAL	ATLAS BRICK	STONE PANELS	FACIA/CANOPY/MISC.	DOORS/WINDOWS	SIGNAGE
FRONT FACADE:	2051 SF	351 SF 17%	678 SF 33%	111 SF 6%	695 SF 34%	216 SF 10%
RIGHT FACADES:	1041 SF	748 SF 72%	235 SF 22%	8 SF 1%	50 SF 5%	
LEFT FACADES:	1167 SF	281 SF 24%	481 SF 41%	78 SF 7%	271 SF 23%	56 SF 5%
REAR FACADE:	1999 SF	1263 SF 63%	691 SF 35%	45 SF 2%		



QuikTrip.
4750 South 179th East Ave.
Tulsa, Oklahoma 74135
Tel: (918) 413-7775
Fax: (918) 413-7700

Store # **616**

Serial # **06-0616-G4**

616 G4 Building Elevations

Scale: **1/8" = 1'-0"**

Address: **3801 Harry S Truman**

City, State: **St. Charles, MO**

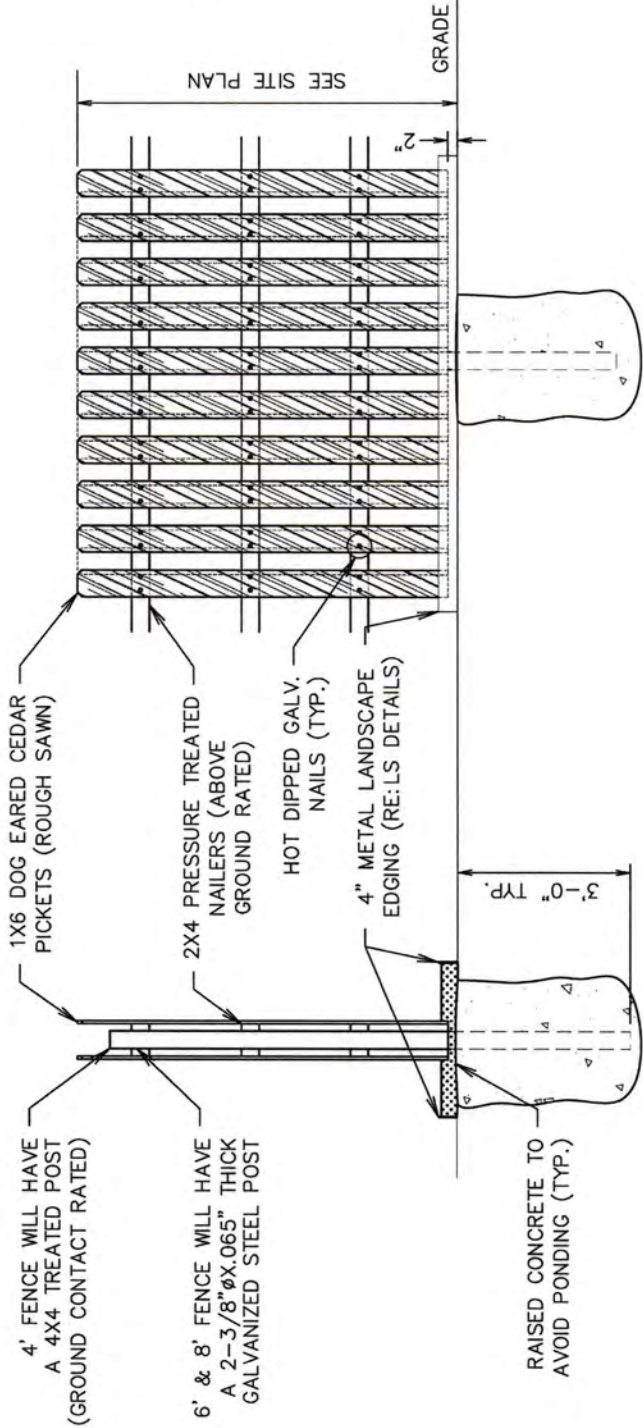
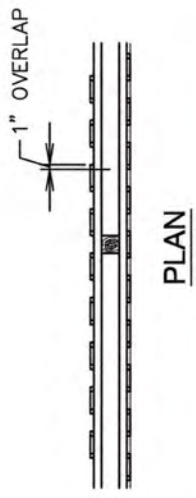
Issue Date: **11.26.2025**

Drawn By: **JK**

Rev/Notes:

CONTRACTOR: **THE DESIGN COMPANY OF DESIGN PARTNERS**
 4750 SOUTH 179TH EAST AVENUE, TULSA, OKLAHOMA 74135
 TEL: (918) 413-7775 FAX: (918) 413-7700
 PUBLICATION, DISTRIBUTION OF SALE IS WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

FOR 8' OR TALLER FENCE, A 4TH "NAILER" WILL BE REQUIRED. POST BURIAL DEPTH SHALL BE 4'-0".
 COVER ENTIRE FENCE W/BEHR DECK PLUS DP359 OXFORD BROWN (2 COATS MINIMUM). TOP AND BOTTOM OF FENCE ALSO TO BE SEALED.



SIDE ELEVATION

FRONT ELEVATION

RENDERING



PHOTO DETAIL



WOODEN FENCE - DOUBLE SIDED

SN: SD0013A005

NTS



Brushed Aluminum - Reynobond
Building Cornice/Gas Canopy Fascia



Polypro 95 Mesh - Black
Trash Enclosure/Mechanical Screen



QT BROWN Metal Paint -
Light Poles/Service Doors/Canopy
Columns



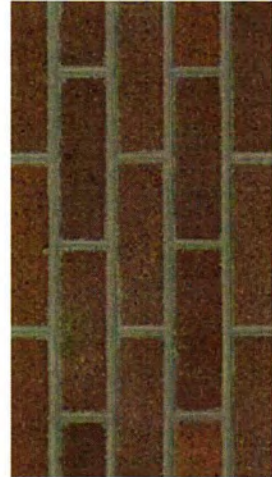
Aluminum - Tubelite
Entry Door/Window Frame



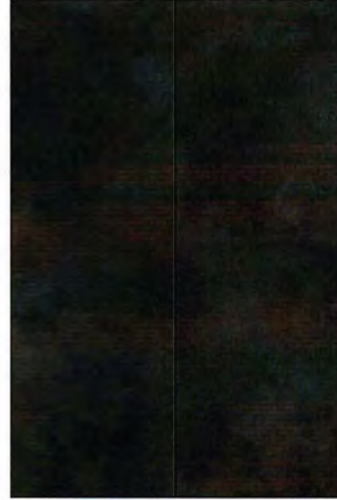
G4 Material Samples
Convenience Store with Fuel
Prepared by: Quik Trip



Translucent #2793 Red -
Accent Band/Awning



Bronzestone Brick -
Interstate Brick - Building



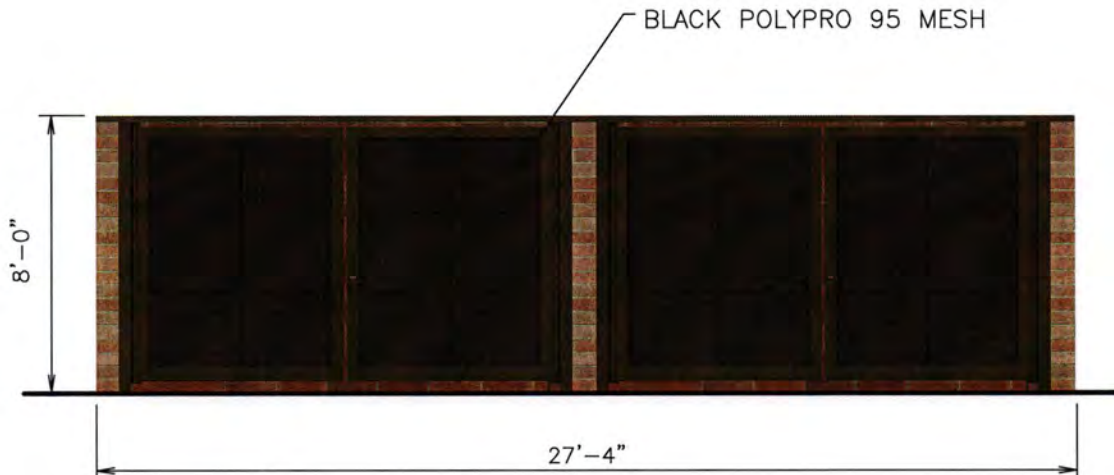
Stone Panel - Ossido Nero
Crossville - Building



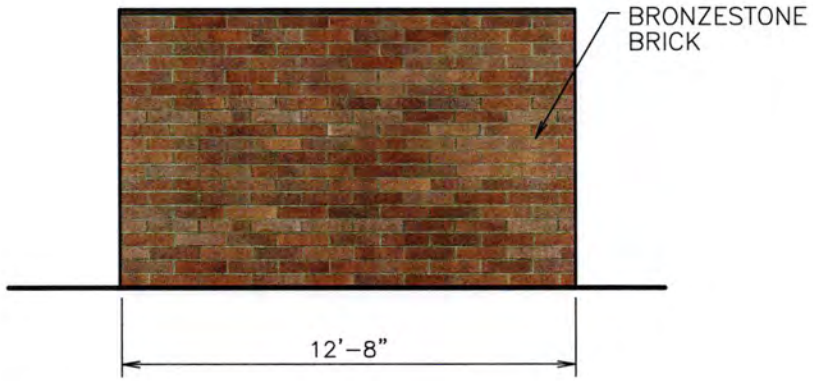
Midnight Black Brick -
Interstate Brick - Building

1 | 2 | 3 | 4 | 5 | 6 |

N
M
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A



FRONT ELEVATION



SIDE ELEVATION

SPECIFICATIONS:

QuikTrip.
4702 S. 120th E. Ave., Tulsa, OK 74134-2028
 720.864.3400 • 800.441.1200

Trash Enclosure
Double Polypro 95 Mesh Doors

NOTES	
DRAWN BY	
ISSUE DATE	05.26.22

SQUARE FOOTAGE		
TYPEFACE		
INSIDE CAN		
ENTIRE SIGN		

SCALE:
1/4" = 1'-0"
SERIAL NUMBER:
06-0616-G4
STORE NUMBER:
616

1 | 2 | 3 | 4 | 5 | 6 |

January 9, 2025

Mr. Kurmanadha Chadalawada, MD
Gemini Terrasky, LLC
14567 North Outer 40 Road, Suite 475
Chesterfield, Missouri 63017

RE: Traffic Impact Study - Proposed Gas Station
Harry S. Truman Boulevard and West Clay Street
St. Charles, Missouri
CBB Job No. 104-24

Dear Mr. Chadalawada:

As requested, CBB has completed a traffic impact study pertaining to the proposed gas station in St. Charles, Missouri. The site is located on the northwest quadrant of Harry S. Truman Boulevard and West Clay Street, just north of Interstate 70. The location of the site relative to the surrounding area is depicted in **Figure 1**.



Figure 1: Project Location Map



It is our understanding that the development will consist of a gas station with 14 vehicle fueling positions (vfp) and a 5,200 square foot (SF) convenience store. Access to the development is proposed via an existing shared full-access private drive on Harry S. Truman Boulevard serving the EPC store and a proposed right-in/right-out (RIRO) driveway on West Clay Street. A schematic of the proposed gas station concept plan provided is shown in **Exhibit 1**. Note that the site plan currently depicts a separate right-turn lane on West Clay Street at the proposed RIRO drive though based on feedback from the Missouri Department of Transportation (MoDOT), they prefer this lane not be constructed. The need for this right-turn lane is discussed later in the report.

The purpose of this study was to determine the number of trips that would be generated by the proposed development, evaluate the impact of those trips on operating conditions along the adjacent roadways, and determine the ability of motorists to safely enter and exit the site. Where necessary, roadway improvements and/or traffic control modifications were recommended to mitigate the impact of the development. The focus of this study was the weekday AM and PM peak hours.

CBB discussed the scope of work with MoDOT to outline the parameters of the traffic impact study being prepared. CBB also provided MoDOT a Technical Memo summarizing the existing traffic volumes, proposed site trip generation and directional distribution estimates and study scenarios and gained their consensus on the assumptions prior to completing the traffic analyses.

As requested, the traffic impact study evaluated the following analysis scenarios for the weekday AM and PM peak hours:

- 2024 Conditions
 - ✓ 2024 Existing (CBB Traffic Counts)
 - ✓ 2024 Build (Existing plus site trips)

As requested, the study evaluated the following study intersections:

- Harry S. Truman Boulevard and West Clay Street;
- Harry S. Truman Boulevard and private drive serving the EPC store; and
- West Clay Street and proposed Right-In/Right-Out Driveway.

The following report presents the methodology and findings relative to the 2024 Existing and 2024 Build conditions.



Exhibit 1: Preliminary Site Plan (Provided by Others)



EXISTING CONDITIONS

Area Roadway System: **Harry S. Truman Boulevard** is a north-south principal arterial maintained by MoDOT. Within the study area, Harry S. Truman Boulevard provides five lanes, two through lanes in each direction with a center two-way left-turn lane (TWLTL). The posted speed limit is 35 miles per hour (mph). Sidewalks are provided along both sides of the roadway. Harry S. Truman Boulevard provides access to Missouri Route 370 to the north, Interstate 70 to the south and provides access to both commercial and residential uses in the study area.

West Clay Street is an east-west major arterial maintained by the MoDOT. Generally, West Clay Street provides two lanes, one in each direction. At the intersection of West Clay Street and Harry S. Truman Boulevard, West Clay Street provides two through lanes at the eastbound and westbound approaches. West Clay Street narrows down back to one lane in each direction approximately 300 feet east and west of the intersection. The posted speed limit is 45 mph. Sidewalks are not provided on either side of the roadway. West Clay Street provides access to both commercial and residential areas.

The site is also served by one private drive: the east-west drive is located north of the proposed site. The private drive consists of two lanes, one lane in each direction. There is no posted speed limit on the private drive and sidewalks are not provided along the drive.

The intersection of Harry S. Truman Boulevard and West Clay Street is controlled by a traffic signal. The eastbound West Clay Street approach provides one left-turn lane, two through lanes, and one right-turn lane. The westbound approach provides one left-turn lane, one shared left-turn/through lane, and one shared through/right-turn lane. The northbound Harry S. Truman Boulevard approach provides two left-turn lanes, two through lanes, and one right-turn lane. The southbound Harry S. Truman Boulevard approach provides one left-turn lane, one through lane, and one shared through/right-turn lane. Marked pedestrian crosswalks and push buttons are provided on the north and east legs of the intersection. The northbound and southbound left-turn movements operate with protected only phasing. The eastbound and westbound approaches operate under split phasing. **Figure 2** provides an aerial view of the Harry S. Truman Boulevard and West Clay Street intersection.

The intersection of Harry S. Truman Boulevard and the private drive operates under side-street stop control. The northbound Harry S. Truman Boulevard approach consists of a center left-turn lane and two through lanes. The southbound Harry S. Truman Boulevard has one through lane and one shared through/right-turn lane. The eastbound private drive approach provides a single shared left- and right-turn lane. **Figure 3** provides an aerial view of the intersection of Harry S. Truman Boulevard and the private drive.

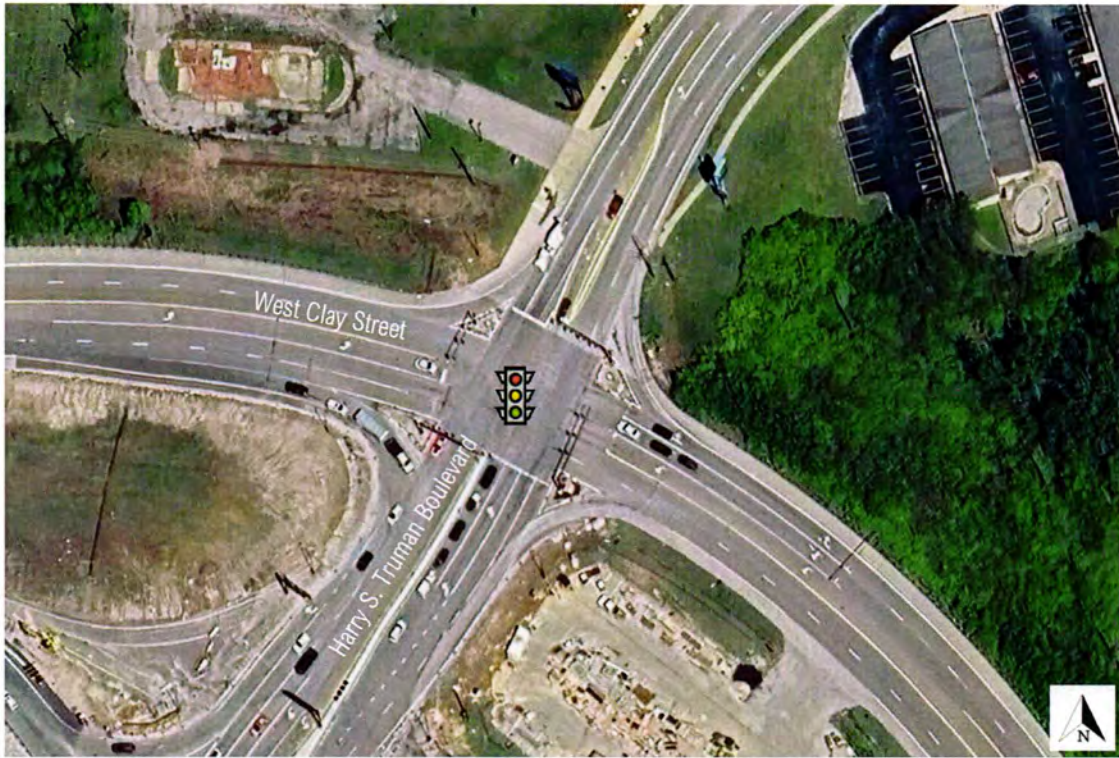


Figure 2: Aerial View of the Harry S. Truman Boulevard and West Clay Street Intersection

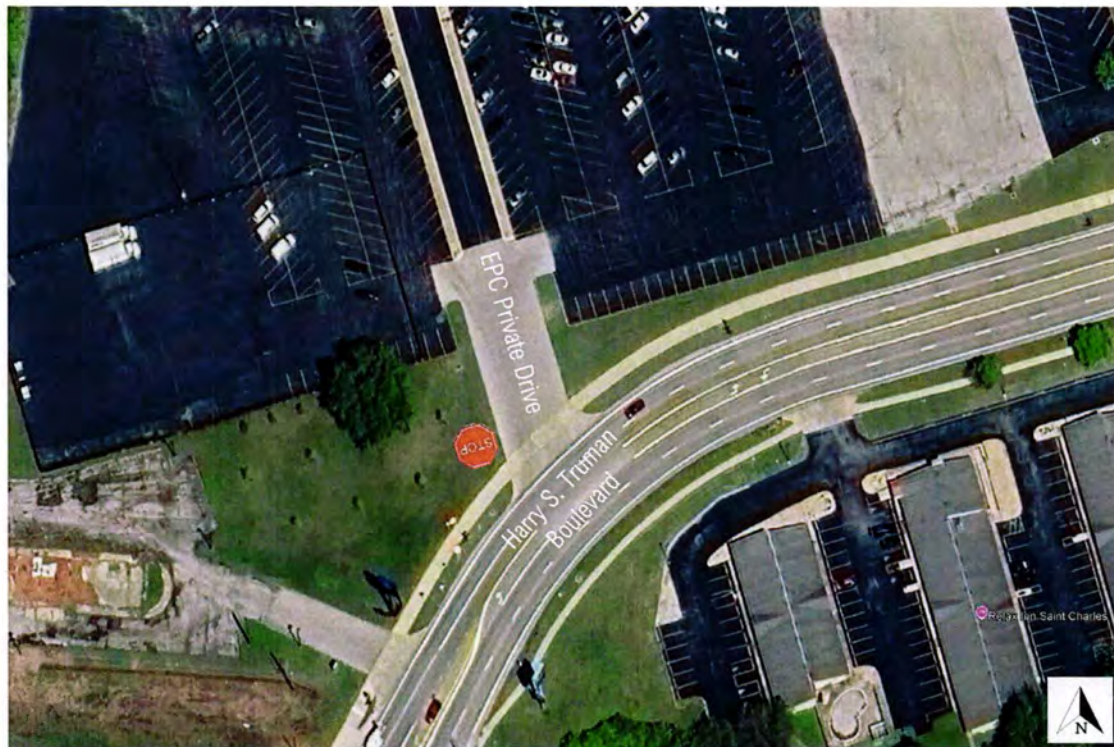


Figure 3: Aerial View of the Intersection of Harry S. Truman Boulevard and EPC Private Drive



2024 Existing Traffic Volumes: Video turning movement traffic counts were conducted on Wednesday, December 4, 2024, during the weekday morning (7:00 - 9:00 a.m.) and afternoon (3:00 - 6:00 p.m.) peak periods at the following intersections:

- Harry S. Truman Boulevard and West Clay Street; and
- Harry S. Truman Boulevard and private drive serving the EPC store.

Based on the traffic data collected, the AM peak hour occurred between 7:30 and 8:30 a.m. and the PM peak hour occurred between 4:45 and 5:45 p.m. The 2024 Existing Traffic Volumes are summarized in **Exhibit 2**. The existing traffic volumes were rounded to the nearest 5 vehicles per hour (vph).

Given the traffic characteristics in the area and the anticipated trip generation for the proposed development, the AM and PM commuter peak periods would represent a “worst-case scenario” with regards to the traffic impact. If traffic operations are acceptable during these peak periods, it can be reasoned that conditions would be acceptable throughout the remainder of the day.



Exhibit 2: 2024 Existing Traffic Volumes



PROPOSED DEVELOPMENT

Proposed Land Use: It is our understanding that the development will consist of a gas station with 14 vehicle fueling positions (vfp) and a 5,200 square foot (SF) convenience store.

Site Access: Access to the development is proposed via an existing shared full-access private drive on Harry S. Truman Boulevard serving the EPC store and a proposed right-in/right-out driveway on West Clay Street.

Careful consideration should be given to sight distance obstructions when planning future aesthetics enhancements, such as signs, berms, fencing and landscaping, to ensure that these improvements do not obstruct the view of entering and exiting traffic at the intersection of all drives with the public roadways. It is generally recommended that all improvements higher than 3 ½ feet above the elevation of the nearest pavement edge be held back at least 20 feet from the traveled roadway.

Trip Generation: Traffic forecasts for the proposed gas station were estimated based upon information provided in the ITE *Trip Generation Manual*, 11th Edition. Estimates for the proposed gas station were based on ITE Land Use 945 (Convenience Store/Gas Station with a store size between 4000 and 5500 SF). The peak hour of adjacent street traffic (one hour between 7 and 9 a.m.) was utilized for the AM peak hour and the peak hour of adjacent street traffic (one hour between 4 and 6 p.m.) was utilized for the PM peak hour trip generation.

It should be noted that not all of these trips would represent *new* traffic on the adjacent roadways. Nationwide studies have found that a large percentage of convenience-oriented trips, such as gas stations would already be present on the adjacent roads and would be attracted to the development on their way to or from home, work or another destination (i.e., pass-by trips). The actual percentage of traffic attributable to pass-by depends upon the nature of the use, the time of day and the traffic volume on the adjacent street. Therefore, statistical information provided in the ITE *Trip Generation Appendices “Pass-By Data and Rate Tables/2021”*, was utilized to estimate pass-by percentages for the proposed gas station. As a result, approximately 76% of the site trips were assumed to be pass-by trips during the AM peak hour, and approximately 75% of the site trips were assumed to be pass-by trips during the PM peak hour.

The resulting trip generation forecast for the proposed gas station is shown in **Table 1**. As shown, the proposed gas station would be expected to attract a total of approximately 290 and 240 pass-by trips during the weekday AM and PM peak hours, respectively. In turn, the gas station is estimated to generate a total of 90 new trips during the AM peak hour and 80 new trips during the PM peak hour.



Table 1: Trip Estimate – Proposed Gas Station

Land Use	Size	Weekday AM Peak Hour			Weekday PM Peak Hour		
		In	Out	Total	In	Out	Total
Proposed Gas Station	14 vfp	190	190	380	160	160	320
Pass-By Trips (AM: 75%; PM: 76%)		145	145	290	120	120	240
New Trips		45	45	90	40	40	80

~ Trips rounded to nearest 5 vph

Trip Distribution: The new trips for the proposed gas station were assigned into and out of the site based upon an assumed directional distribution. Based upon the existing travel patterns in the area and the proximity to other gas stations, it is anticipated that the distribution of new site-generated trips would be as summarized in **Table 2**.

Table 2: New Trip Distribution Assumptions

Land Use	NEW Trip Distribution Assumptions
To/from the south on Harry S. Truman Boulevard	25%
To/from the north on Harry S. Truman Boulevard	25%
To/from the east on West Clay Street	25%
To/from the west on West Clay Street	25%

It should be noted that the pass-by trips would be assigned according to the existing traffic patterns along Harry S. Truman Boulevard and West Clay Street. The resulting assignment of site-generated trips for the weekday AM and PM peak hours is summarized in **Exhibit 3**.

2024 Build Traffic Volumes: The proposed site-generated trips (Exhibit 3) were added to the 2024 Existing Traffic Volumes (Exhibit 2) to determine the total volume in the forecasted scenario. The forecasted, or 2024 Build, traffic volumes for the weekday AM and PM peak hours are shown in **Exhibit 4**.



Exhibit 3: Site Generated Trips



Exhibit 4: 2024 Build Traffic Volumes



2024 TRAFFIC ANALYSIS

Study Procedures: The 2024 Existing and Build operating conditions were analyzed using SYNCHRO 11, a macro-level analytical traffic flow model. SYNCHRO is based on study procedures outlined in the *Highway Capacity Manual*, published by the Transportation Research Board. This manual, which is used universally by traffic engineers to measure roadway capacity, establishes six levels of traffic service: Level A ("Free Flow"), to Level F ("Fully Saturated"). Levels of service (LOS) are measures of traffic flow, which consider such factors as speed, delay, traffic interruptions, safety, driver comfort, and convenience. Level C, which is normally used for highway design, represents a roadway with volumes ranging from 70% to 80% of its capacity. However, Level D is often considered acceptable for peak period conditions in urban and suburban areas.

The thresholds that define level of service at an intersection are based upon the type of control used (i.e., whether it is signalized or unsignalized) and the calculated delay. For signalized and all-way stop intersections, the average control delay per vehicle is estimated for each movement and aggregated for each approach and then the intersection as a whole. At intersections with partial (side-street) stop control, delay is calculated for the minor movements only since motorists on the main road are not required to stop.

Level of service is directly related to control delay. At signalized intersections, the level of service criteria differs from that at unsignalized intersections primarily because varying transportation facilities create different driver expectations. The expectation is that a signalized intersection is designed to carry higher traffic volumes, and consequently may experience greater delay than an unsignalized intersection. **Table 3** summarizes the thresholds used in the analysis for signalized and unsignalized intersections.

Table 3: Level of Service Thresholds

LEVEL OF SERVICE (LOS)	CONTROL DELAY PER VEHICLE (SEC/VEH)	
	SIGNALIZED INTERSECTIONS	UNSIGNALIZED INTERSECTIONS
A	≤ 10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50



2024 Operating Conditions: The study intersections were evaluated using the methodologies described previously. **Table 4** summarizes the results of this analysis, which reflects the 2024 Existing and Build operating conditions and average delay at the study intersections during the weekday AM and PM peak hours. The Synchro estimated 95th percentile queue length for movements with a queue over 25 feet is also shown in the table. The existing signal timings were used in the analysis.

Table 4: 2024 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour		Weekday PM Peak Hour	
	2024 Existing	2024 Build	2024 Existing	2024 Build
Harry S. Truman Boulevard and West Clay Street (Signalized Control)				
Eastbound West Clay Street Approach	C (20.7) 95 th Q: 60' R	C (21.3) 95 th Q: 85' L	C (34.7) 95 th Q: 120' R	D (39.8) 95 th Q: 140' LT
Westbound West Clay Street Approach	D (38.4) 95 th Q: 95' LT	D (38.3) 95 th Q: 100' LT	E (57.3) 95 th Q: 190' LT	E (57.2) 95 th Q: 195' LT
Northbound Harry S. Truman Boulevard Approach	B (16.9) 95 th Q: 250' T	C (20.3) 95 th Q: 185' T	B (14.4) 95 th Q: 145' L	B (15.9) 95 th Q: 160' L
Southbound Harry S. Truman Boulevard Approach	C (21.4) 95 th Q: 170' T	C (24.0) 95 th Q: 175' T	D (35.1) 95 th Q: 385' T	D (37.2) 95 th Q: 390' T
Overall	C (21.4)	C (23.8)	C (31.2)	C (33.3)
Harry S. Truman Boulevard and EPC Driveway (Side-Street Stop Control)				
Eastbound EPC Driveway Approach	B (10.2)	B (14.3) 95 th Q: 35'	B (11.7)	C (20.4) 95 th Q: 50'
Northbound Harry S. Truman Boulevard Left-Turn	A (8.5)	A (8.9)	A (9.7)	B (10.9)
Southbound Harry S. Truman Boulevard Approach	Free Flow	Free Flow	Free Flow	Free Flow
West Clay Street and Proposed Site Driveway (Right-In/Right Out Control)				
Eastbound West Clay Street Approach		Free Flow		Free Flow
Westbound West Clay Street Approach		Free Flow		Free Flow
Southbound Site Driveway Approach		B (10.1)		A (9.9)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)
95th percentile queue for the critical movement of the approach and lane (L-Left, T-Thru, R-Right)

As shown in the table, the overall intersections as well as all approaches operate at acceptable levels of service (LOS D or better) under existing conditions during both the AM and PM peak hours except for the westbound West Clay Street approach at Harry S. Truman Boulevard which operates at LOS E in the PM peak hour with approximately 57 seconds of delay on average per vehicle. In the Build conditions, the overall intersections as well as all approaches would continue to operate at acceptable levels of service during both the AM and PM peak hours except for again the westbound West Clay Street approach at Harry S. Truman Boulevard which would continue to operate at LOS E in the PM peak hour with approximately 57 seconds of



delay on average per vehicle. Note that the westbound approach currently operates at LOS E and the proposed development would result in no increased delay for this approach.

As shown in Table 4, the southbound Harry S. Truman Boulevard approach at West Clay Street has a Synchro estimated 95th percentile queue of 390 feet in the through lane during the PM peak hour. There is approximately 260 feet of storage available for the southbound approach before the southbound queues would block the EPC shared driveway serving the proposed gas station. As such, the driveway would likely be blocked for a short period during each signal cycle when southbound queues extend past the drive. However, this is not expected to be an issue since a center left-turn lane is provided for the northbound left-turn movement into the proposed site/EPC. The storage in the northbound left-turn lane could accommodate four vehicles which would be adequate. With the signal operating on a 120-cycle length in the PM peak hour, there would be 30 cycles during the PM peak hour, so with an estimated 66 northbound left-turns at the private drive that would equate to about 2.2 vehicles per cycle which could easily be accommodated in the available northbound left-turn storage.

Based on prior comments from MoDOT, it is our understanding that MoDOT prefers a separate right-turn lane not be constructed on West Clay Street at the proposed RIRO so as to not create a condition where southbound motorists on Harry S. Truman Boulevard turning right onto West Clay Street are in the right-turn lane and then having to merge into the through lanes. CBB does not disagree with this concern. As the westbound approach is a free-flow movement, a separate right-turn lane at the proposed RIRO drive is not needed from a capacity standpoint. In fact, since West Clay Street narrows to two lanes just west of the proposed RIRO drive, most motorists would be in the inside through lane resulting in the outside through lane essentially serving as a right-turn movement into the proposed site.

If a separate right-turn lane is desired by MoDOT, the right-turn bay could be shortened so as to not create a condition where southbound motorists on Harry S. Truman Boulevard turning right onto West Clay Street end up in the right-turn lane but are instead directed toward the existing through lane.



SUMMARY

CBB completed the preceding study to address the traffic impacts associated with the proposed gas station development located in the northwest quadrant of Harry S. Truman Boulevard and West Clay Street in St. Charles, Missouri.

It is our understanding that the development will consist of a gas station with 14 vehicle fueling positions (vfp) and a 5,200 square foot (SF) convenience store. Access to the development is proposed via an existing shared full-access private drive on Harry S. Truman Boulevard serving the EPC store and a proposed right-in/right-out driveway on West Clay Street.

In summary, the following findings should be considered in conjunction with the proposed Highlands development in the near term 2024 conditions:

- The proposed gas station would be expected to attract a total of approximately 290 and 240 pass-by trips during the weekday AM and PM peak hours, respectively. In turn, the gas station is estimated to generate a total of 90 new trips during the AM peak hour and 80 new trips during the PM peak hour.
- All approaches at the study intersections operate at acceptable levels of service during both peak hours for the 2024 Existing conditions except for the westbound West Clay Street approach at Harry S. Truman Boulevard which operates at LOS E in the PM peak hour.
- All approaches to the study intersection would continue to operate at acceptable levels of service for the 2024 Build conditions during the peak hours except for again the westbound West Clay Street approach at Harry S. Truman Boulevard which would continue to operate at LOS E in the PM peak hour. Note that the westbound approach currently operates at LOS E and the proposed development would result in no increased delay for this approach
- No physical improvements and/or signal timing changes are required to provide acceptable levels of service in the 2024 Build conditions with the proposed gas station.
- Careful consideration should be given to sight distance obstructions when planning any future aesthetic enhancements, such as berms, fencing and landscaping, at the development drives to ensure that these improvements do not obstruct the view of entering and exiting traffic at the site drives on the public roadways. It is generally recommended that all improvements wider than two inches (posts, tree trunks, etc.) and higher than 3 1/2 feet above the elevation of the nearest pavement edge be held back at least 20 feet from the traveled roadway.



We trust this traffic impact study adequately describes the forecasted traffic conditions that should be expected as a result of the proposed gas station in St. Charles, Missouri. If additional information is desired, please feel free to contact me at 314-449-9572 or swhite@cbbtraffic.com.

Sincerely,

A handwritten signature in blue ink that reads "Shawn White".

Shawn Lerai White, P.E., PTOE
Associate - Senior Traffic Engineer

Missouri Department of Transportation

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

January 16, 2025

Ms. Shawn Lerai White, PE, PTOE
Senior Traffic Engineer - Associate
CBB
12400 Olive Boulevard, Suite 430
St. Louis, MO 63141

RE: Harry S. Truman Boulevard and West Clay Street, St. Charles, Missouri
Proposed Gas Station

Ms. Shawn Lerai White:

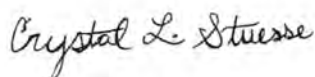
MoDOT has completed their review of the Traffic Impact Study (TIS) for the proposed gas station at Harry S. Truman Boulevard and West Clay Street.

MoDOT concurs with the findings of the submitted TIS and concurs that no improvements at the signalized intersection are needed. MoDOT also concurs with the location of the right-in/right-out access point on West Clay Street. The right-in/right-out access point will need to follow MoDOT's Engineering Policy Guidelines (EPG) when being designed and installed. The guardrail removal and end terminal reinstallation at the right-in/right-out access point will need to follow MoDOT's EPG for installation.

If the consultant and their developer concur with this letter, a permit can be sought when design plans are ready.

If you have any questions, please contact me at crystal.stuesse@modot.mo.gov or by phone, 314-628-7687.

Respectfully,



Crystal L. Stuesse
Traffic Studies Specialist
MoDOT – SL District

Copy: Andrew Tuerck, MoDOT
Justin Wagner, MoDOT
Paul Graham, MoDOT



RCA FORM (OFFICE USE ONLY)

Bill # 14049

MEETING/DATE: 1/6/2026
Regular Special Work Session
ATTACHMENT: YES NO
Report Resolution Ordinance

Request for Council Action

Ward(s): 3 Sponsor(s): Vince Ratchford

Description:

Case No. Z-2025-17. (Bax Engineering) An application to annex and establish the zoning for a 14,886 square foot tract of land located at 1753 S. River Road, from St. Charles County "I1" Light Industrial District to the City of St. Charles "I-1" Light Industrial District. The subject property will be located in Ward 3 upon annexation.

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

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

Summary:

The City has received an application to establish zoning for 1753 S. River Road, upon annexation from St. Charles County I1 Light Industrial District to City of St. Charles I-1 Light Industrial District. The subject property is an approx. 14,960-square-foot parcel. If the requested rezoning is approved, the applicant intends to consolidate with the adjoining lot at 1735 S. River Road to utilize the site as additional parking.

The Planning and Zoning Commission held a public hearing on this item at their December 8, 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: LAB Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]



AGENDA ITEM #6

**STAFF REPORT
CASE NO. Z-2025-17
ANNEXATION &
ESTABLISHMENT OF ZONING DISTRICT
1753 S. RIVER ROAD**

**DECEMBER 8, 2025
BY LARA BERRY**

APPLICANT: BAX Engineering Company
Drake Johnston
221 Point West Blvd.
St. Charles, Missouri 63301

OWNER: 1735, LLC
1715 Deer Tracks Trail, Suite 220
St. Louis, Missouri 63131

ADDRESS/LOCATION: 1753 S. River Road

LOT SIZE: Approximately 14,960 square feet

PROPOSED USE: Parking Lot

EXISTING ZONING: County II Light Industrial District

REQUESTED ZONING: City I-1 Light Industrial District

SURROUNDING ZONING:	<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
	North	City I-1	Commercial
	South	City I-1	Commercial
	East	City C-2	Vacant
	West	City I-1	Residential

SUMMARY OF REQUESTS

The City has received an application to annex and establish zoning for the property at 1753 S. River Road, currently located in unincorporated St. Charles County and zoned County II Light Industrial District for the purpose of constructing a 6,500-square-foot parking lot with twenty-seven (27) spaces. The subject property is an approximately 14,960-square-foot lot located on the west side of S. River Road, approximately 900 feet south of Old S. River Road. The applicant seeks annexation into the City and establishment of City I-1 Light Industrial District zoning. Annexation of this parcel will help incorporate a remaining pocket of unincorporated land into the City.

Background

The property owner also owns the adjoining parcel to the north, 1735 S. River Road, which is within City limits and zoned I-1 Light Industrial District. That parcel contains a mixed-use, multi-tenant building. In 2024, the Board of Adjustment approved a parking variance (BOA-2024-10) based on the combination of existing, proposed, and anticipated uses within the building. At the time, the applicant indicated an interest in acquiring additional land to support off-site parking. The purchase of 1753 S. River Road is intended to help meet those ongoing parking needs.

The site was previously used by St. Charles Sign Company as a storage lot and contains no structures—only a gravel surface with a retaining wall along the rear property line. The applicant now seeks annexation in order to utilize the site as overflow parking for their adjoining business at 1735 S. River Road.

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, and 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.

The subject property lies between Activity Center #7 (I-70/Fifth Street Interchange) and Activity Center #13 (Friedens Road/Fairgrounds Road). Properties to the north, south, and west share similar zoning classifications, and the proposed parking lot represents a low-intensity use compatible with nearby residential and commercial activity. The Department of Community Development finds the annexation and rezoning request to be consistent with the Updated 2012 Comprehensive Plan and compatible with the surrounding development pattern.

SITE PLAN

In accordance with Section 400.966(A) of the Zoning Code, the Planning and Zoning Commission shall review applications for construction of new structures and substantial exterior improvements utilizing the criteria for appearance set forth in the Zoning Ordinance and shall issue or deny site plan and architectural review approval for such construction under the following circumstances:

1. New construction or substantial exterior improvements associated with conditional use requests;
2. New construction or substantial exterior improvements not compliant with the minimum masonry standards of Section 400.965; or
3. Projects which by a finding of the Community Development Director for projects which may have negative impact against the health, safety and general welfare of the City and its residents.
4. Single-family homes, mobile homes, and multi-family structures containing four (4) or less dwelling units are exempt from site plan and architectural review.

The proposed project does not trigger Planning & Zoning Commission review because the applicant intends to consolidate the subject parcel with the adjoining lot (no conditional use is required), is not constructing any structures (no masonry construction requirements), and the project is not anticipated to negatively impact the community. Although formal Commission approval is not required, staff believes providing a brief site plan overview is appropriate for context.

In addition to annexation and zoning, the applicant has requested a variance to reduce the front yard setback along S. River Road from 35 feet to 10 feet to allow parking. This request was scheduled for consideration on December 1, 2025; however, the meeting was cancelled due to inclement weather. The variance is now expected to be heard on the January 5, 2026 meeting.

Staff cannot issue any permits or approvals for the construction of the parking lot until annexation is complete (anticipated January 20, 2026). Staff has conducted a preliminary review of the Site Plan, assuming approval of the requested variance. If the variance is not approved, additional review and modifications would be required.

If the variance is granted, the proposed parking lot layout complies with the City's design standards. Prior to administrative approval, the applicant must submit lighting and landscaping plans that meet City requirements.

STAFF RECOMMENDATION

Staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the rezoning request be forwarded to the City Council with a **favorable** recommendation.

Recommended Motions:

1. *Motion to forward a recommendation of approval to the City Council for the request to annex the property known as 1753 S. River Road.*
2. *Motion to forward application Z-2025-17 to City Council with a favorable recommendation.*



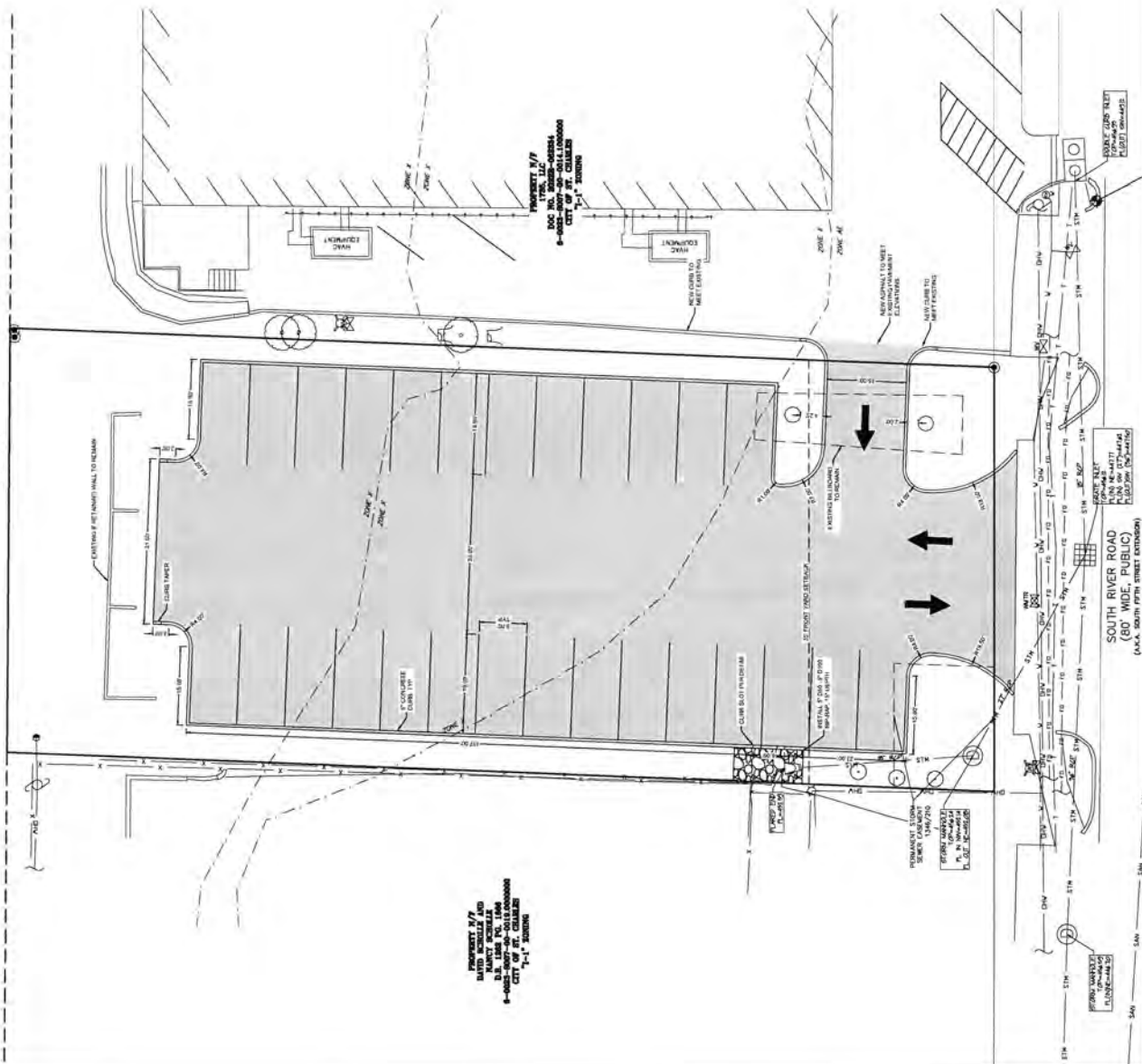
Figures 1 & 2: Existing Site Photos.



Figure 3: Aerial Photo of the Subject Property.

MATCHLEGEND

- 3" ASPHALT SURFACE OVER 4" ROCK
- METALL INFILTRATION AS NOTED



PROPERTY #7
**JAMES L. WENKITT AND
 DAVID S. KENNEL**
 8-002-1007-00-00000000
 CITY OF ST. CHARLES
 7-1-1 ZONING

PROPERTY #7
**JAMES L. WENKITT AND
 DAVID S. KENNEL**
 8-002-1007-00-00000000
 CITY OF ST. CHARLES
 7-1-1 ZONING

PROPERTY #7
**JAMES L. WENKITT AND
 DAVID S. KENNEL**
 8-002-1007-00-00000000
 CITY OF ST. CHARLES
 7-1-1 ZONING

PROPERTY #7
**JAMES L. WENKITT AND
 DAVID S. KENNEL**
 8-002-1007-00-00000000
 CITY OF ST. CHARLES
 7-1-1 ZONING

UNDESIGNED UTILITIES HAVE BEEN LOCATED FROM AVAILABLE INFORMATION AND FIELD SURVEY. FIELD LOCATIONS SHALL BE CORROBORATED WHERE PRACTICABLE. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITIES.

**CALL BEFORE
 YOU DIG!
 1-800-DIG-RITE**



**A VANCE EXHIBIT FOR
 SOUTH RIVER ROAD PARKING ADDITION
 1763 S RIVER ROAD
 ST. CHARLES, MO. 63303**

PREPARED FOR:
 1729 LLC
 1715 OBER BROOKS TRAIL
 ST. LOUIS, MO 63131
 (314) 864-9700

BVA

**ENGINEERING
 PLANNING
 ARCHITECTURE
 INTERIORS**

201 N. GARDEN ST.
 ST. CHARLES, MO 63301
 636-938-5353
 FAX 636-938-5178

Member: National Society of Professional Engineers
 Missouri State Board of Architecture
 Missouri State Board of Professional Landscape Architects
 Missouri State Board of Professional Interior Designers
 Missouri State Board of Professional Surveyors

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REVISIONS

DATE: 11-03-2025
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: [Number]

**PROJECT NAME:
 SITE PLAN**

**SHEET NUMBER:
 C2.01**

PROJECT NO.: [Number]
SHEET NO.: [Number]

November 21, 2025

ST CHARLES COUNTY
201 N 2ND ST RM 529
ST CHARLES MO 63301

Dear Property Owner:

As the owner of adjoining property or property within 300 feet, you are hereby notified that the City of St. Charles has received an application from Bax Engineering. The application is **Case No. Z-2025-17**, a request to annex and establish the zoning for a 14,886 square foot tract of land located at 1753 S. River Road, from St. Charles County "I1" Light Industrial District to the City of St. Charles "I-1" Light Industrial District. The subject property will be located in Ward 3 upon annexation.

The St. Charles Planning and Zoning Commission will hold a public hearing on this application on **Monday, December 8, 2025 at 6:00 p.m.** on the fourth floor of City Hall, 200 North Second Street, St. Charles. You may attend the public hearing and make comments concerning the proposal, or you may forward written comments to the Planning and Zoning Commission through the Department of Community Development, 200 North Second Street, Room 303, St. Charles, MO 63301. Following the public hearing, the Commission is expected to forward a recommendation on this application to the City Council. A public hearing on this application before the City Council is scheduled for **Tuesday, January 6, 2026 at 7:00 p.m.** on the fourth floor of City Hall. You will have an opportunity to make comments at that hearing as well. The final decision on these applications will be made by the City Council.

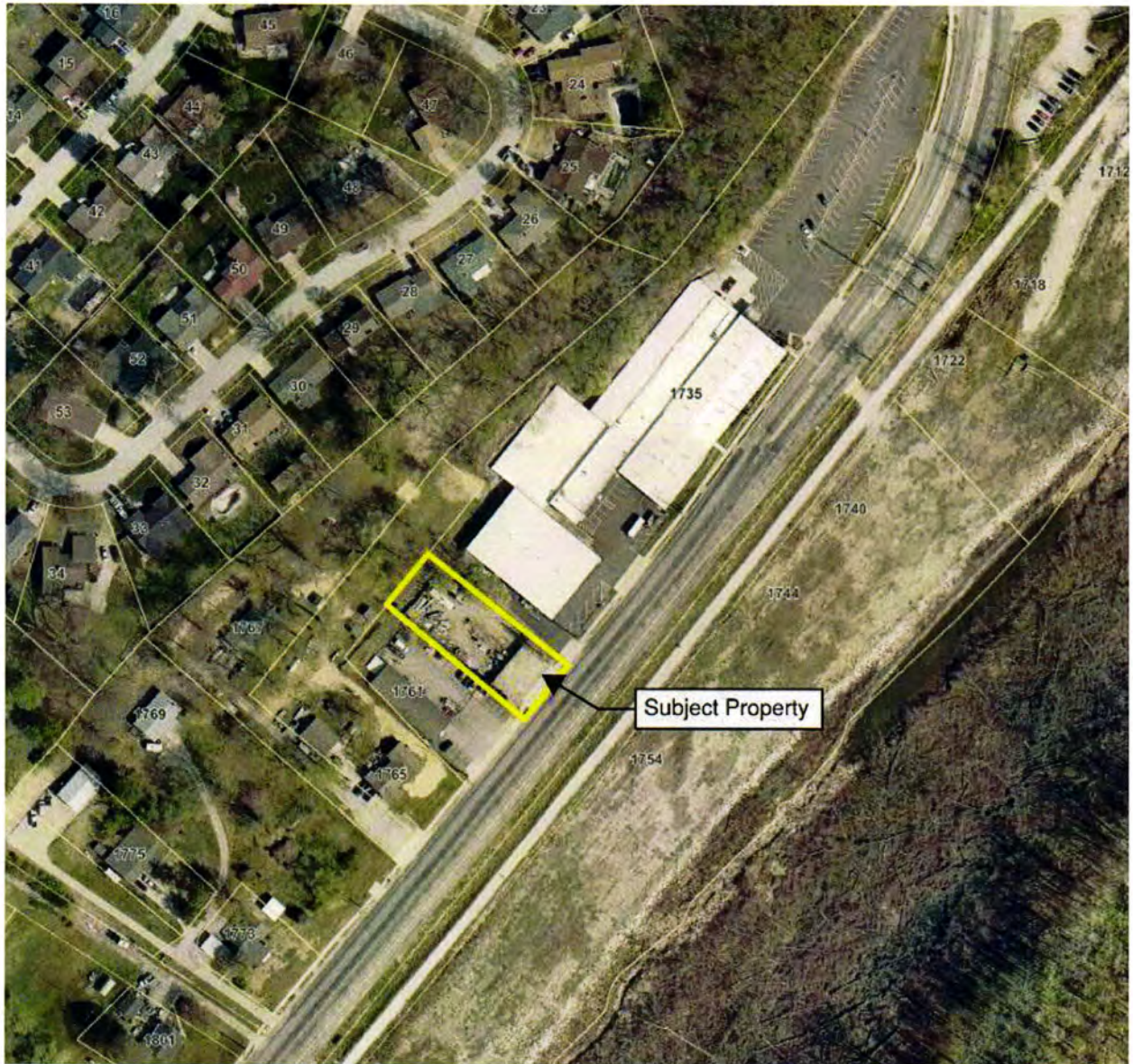
All information regarding this application is available for public inspection by the office of the Department of Community Development, 200 North Second Street, Room 303, St. Charles, MO 63301. If you have questions regarding this letter or the referenced application, you may contact the Department of Community Development at 636-949-3222. In any communication regarding this matter, please refer to the case number given above.

Sincerely,

Lara Perry

Planner
Department of Community Development
City of St. Charles, Missouri

Z-2025-17



Owner	SiteAddress	MailingAdd	CITYSTATE	ZIP
BURNITT JAMES L*BURNITT LISA A	1765 S RIVER RD	1765 S RIVER RD	ST CHARLES MO	63303
ST CHARLES SIGN AND ELECTRIC INC	1753 S RIVER RD	527 1ST CAPITOL DR	ST CHARLES MO	63301-2725
SCHOLLE DAVID	1761 S RIVER RD	12 ASHLAND PL	ST CHARLES MO	63301
GROOMS DENNIS E	1769 S RIVER RD	1769 S RIVER RD	ST CHARLES MO	63303-4122
1735 LLC	1735 S RIVER RD	1715 DEER TRACKS TRL STE 220	ST LOUIS MO	63131
BURNITT CHERRY L	1767 S RIVER RD	1767 S RIVER RD	ST CHARLES MO	63303-4122
MICHALSKI AREK*MICHALSKI LUISA	27 SAN CARLOS DR	27 SAN CARLOS DR	ST CHARLES MO	63303
ANDREWS AUSTIN	28 SAN CARLOS DR	28 SAN CARLOS DR	ST CHARLES MO	63303-4117
HEARD RODERIC*HEARD CHAQUANTA	29 SAN CARLOS DR	29 SAN CARLOS DR	ST CHARLES MO	63303-4117
MUNGLE GLENDA F REVOC LIV TRUST	30 SAN CARLOS DR	30 SAN CARLOS DR	ST CHARLES MO	63303
BROWN GARY K*BROWN LORIL	31 SAN CARLOS DR	31 SAN CARLOS DR	ST CHARLES MO	63303-4117
MEERS CHAD D	32 SAN CARLOS DR	32 SAN CARLOS DR	ST CHARLES MO	63303-4117
SANFORD GREGG ALAN*SANFORD KIM R	33 SAN CARLOS DR	33 SAN CARLOS DR	ST CHARLES MO	63303
CARROLL RICHARD J*CARROLL BARBARA	34 SAN CARLOS DR	34 SAN CARLOS DR	ST CHARLES MO	63303-4117
CITY OF ST CHARLES	S RIVER RD	200 N 2ND ST	ST CHARLES MO	63301
CITY OF ST CHARLES	S RIVER RD	200 N 2ND ST	ST CHARLES MO	63301
ST CHARLES COUNTY	1700 S RIVER RD	201 N 2ND ST RM 529	ST CHARLES MO	63301

Bill No. 14049

Ordinance No. _____

Sponsor: Vince Ratchford

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "I-1" LIGHT INDUSTRIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "I1" LIGHT INDUSTRIAL DISTRICT A 14,886 SQUARE FOOT TRACT OF LAND LOCATED AT 1753 SOUTH RIVER ROAD.

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 December 8, 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 14,886 square foot tract of land located at 1753 South River Road is rezoned from St. Charles County Zoning District "I1" Light Industrial District to St. Charles City Zoning District "I-1" Light Industrial 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. 14049

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/17/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



**ALTA/NPS LAND TITLE SURVEY
A TRACT OF LAND BEING
PART OF LOT 9 IN BLOCK 1 OF
EVANS'S SURVEY OF THE
COMMONS OF ST. CHARLES
TOWNSHIP, 46 NORTH, RANGE 5 EAST
ST. CHARLES COUNTY, MISSOURI**



- GENERAL NOTES**
1. BASIS OF SURVEY: ALL INFORMATION AND DATA HEREON ARE THE PROPERTY OF ALTA/NPS AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ALTA/NPS.
 2. ALL NEW MEASUREMENTS ARE PERFORMED TO THE PROPERTY BOUNDS TO WHICH THEY ARE TIED UNLESS NOTED OTHERWISE.
 3. MEASURED BY: THE SURVEYOR'S INSTRUMENTS AND METHODS ARE DESCRIBED IN THE REPORT AND IN THE FIELD BOOKS AND ALL MEASUREMENTS ARE TIED TO THE NATIONAL HORIZONTAL DATUM OF 1983 (NAD 83) THROUGH THE NATIONAL BENCH MARK (NBM) SYSTEM.
 4. THE SURVEYOR'S INSTRUMENTS AND METHODS ARE DESCRIBED IN THE REPORT AND IN THE FIELD BOOKS AND ALL MEASUREMENTS ARE TIED TO THE NATIONAL HORIZONTAL DATUM OF 1983 (NAD 83) THROUGH THE NATIONAL BENCH MARK (NBM) SYSTEM.
 5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.
 6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.
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- TITLE COMMITMENT NOTES**
1. NO CLAIMS OR INTERESTS IN THE PROPERTY ARE KNOWN TO THE SURVEYOR.
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 10. NO CLAIMS OR INTERESTS IN THE PROPERTY ARE KNOWN TO THE SURVEYOR.

UTILITY NOTE:

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.

ALL UTILITY MARKS FOUND IN THE FIELD WERE LOCATED BY THE SURVEYOR AND ARE SHOWN HEREON. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.

ALL UTILITY MARKS FOUND IN THE FIELD WERE LOCATED BY THE SURVEYOR AND ARE SHOWN HEREON. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.

ALL UTILITY MARKS FOUND IN THE FIELD WERE LOCATED BY THE SURVEYOR AND ARE SHOWN HEREON. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.

PROPERTY DESCRIPTION FROM TITLE COMMITMENT:

A TRACT OF LAND BEING PART OF LOT 9, BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

1. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

2. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

3. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

4. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

5. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

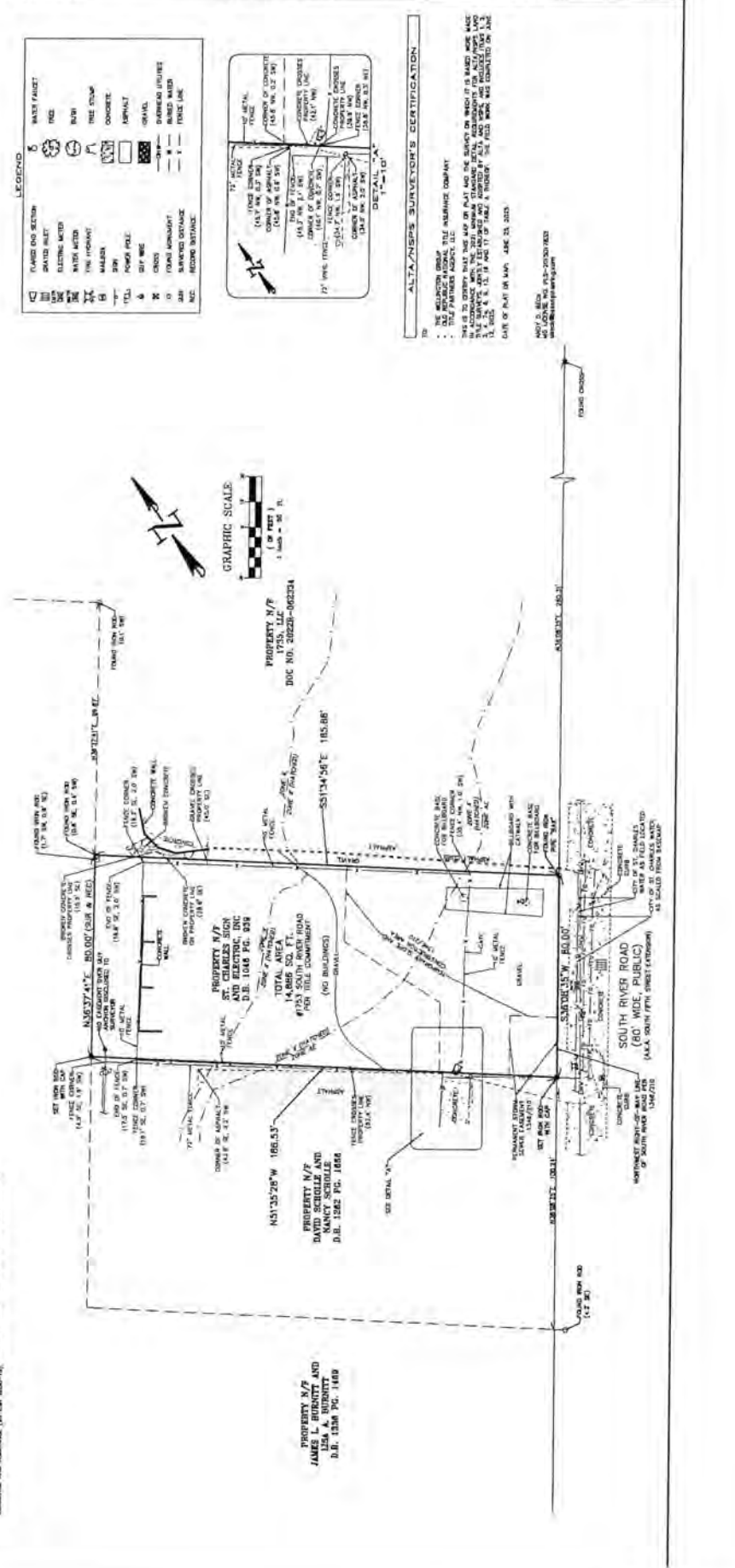
6. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

7. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

8. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

9. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:

10. PART OF BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP IN NORTH RANGE 5 EAST, AND BORN WERE PARCELS PREVIOUSLY DESCRIBED AS FOLLOWS:



PREPARED FOR:
THE WELLINGTON GROUP
ATTN: TIM DOWNE
1715 DEER TRACKS TRAIL, SUITE 220
ST. LOUIS MO, 63131

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

The City Council convened in a Regular City Council Meeting on Tuesday, December 2, 2025, at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Bill Otto, Vince Ratchford, and Mary West. Absent: Denise Mitchell. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49361

The meeting was opened with a moment of silence and Pledge of Allegiance led by City of Saint Charles Leader of Tomorrow, Aria Quarando of St. Charles Borromeo School.

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

PRESENTATIONS/AWARDS/PROCLAMATIONS

Recognition of the Promotion of Joe Gragnani to Fire Chief

Police Chief Ray Juengst introduced Fire Chief Joe Gragnani and acknowledged his recent promotion. Chief Gragnani's wife pinned on his new badge.

Recognition of the Promotion of Jamie Young to Deputy Fire Chief

Police Chief Ray Juengst introduced Deputy Fire Chief Jamie Young and acknowledged his recent promotion. Deputy Chief Young's wife pinned on his new badge.

Mayor's Recognition of Todd Barnes for Distinguished Service to the Community

Mayor Borgmeyer presented an award and recognized Todd Barnes for his many years of distinguished service to the Community.

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

PUBLIC COMMENT

David Hoening, representing Christmas Traditions, spoke relative to proposed changes to organization of Christmas Traditions, Halloween, etc. festivals.

Grayson Jostes, spoke relative to Mayor's changes to Main Street festivals.

Jose S. Lardizabal, spoke relative to tourism.

Amy Senter, spoke relative to tourism.

Emily Stoinski, spoke relative to proposed changes to the tourism department.

Jennifer Kerner, spoke relative to tourism department restructuring.

Mark Huebbe, spoke relative to tourism restructuring.

James Enstall, spoke relative to festival restructuring.

Arnie C. AC "Honest Abe" Dienoff, representing City/County Public Advocate, spoke relative to snow fighters, park petition, City-Council-Mayor issues.

REPORT OF THE MAYOR

Appointments to Boards, Commissions, Committees

A motion was made by VINCE RATCHFORD to approve the following appointments:

Board of Appeals

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

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

Frenchtown Special Business District

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

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

Mayor Borgmeyer reported relative to his obligation to the City as CEO is to make sure we run efficiently and properly, spoke relative to his last article in the City Newsletter, and reported he will continue to investigate to insure the festivals and events are in the best interest of the citizens and will be making a presentation at the January City Council Work Session meeting.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Bill Otto thanked Council President Galba for initiating the Leader of Tomorrow Program. He commented that it is a wonderful opportunity to bring in young people of our community to say the Pledge of Allegiance!

Councilmember Mark Hollander read the following announcement:

As our city residents are out this Saturday and visiting Wal-Mart at Regency Park for all of your holiday shopping, please be sure and stop by the Salvation Army Red Kettle at the entrance of the store. Your City Councilmembers will be stationed there beginning at 10:00 a.m. and wrapping up near 6:00 p.m. Please stop by and drop off your spare change or a bill or two into our kettle to help us win the City Council Challenge. We are looking forward to staying in the top 3 again this year but – most importantly – always staying ahead of St. Peters and raising funds that will stay in our community to help those less fortunate over the next year. Thank you in advance for your support.

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

Councilmember Michael Galba read a “shout out” to the Fire Department he received from one of the residents in his ward. Mr. Galba announced and wanted to remind everyone that we have a map that shows the conditions of the streets and where the snow plows are during a winter weather event. The map can be accessed at: cityofstcharlesfocus511.com, also on our city website. Mr. Galba also read an email received from one of the residents in his ward complimenting the Public Works Department and their work during our recent snow event. Mr. Galba also announced he was hopeful that those who weren’t able to “Shop Small Saturday” last weekend due to the weather, would take an opportunity to do so this weekend and support our local businesses.

Councilmember Vince Ratchford announced that he too, wanted to give a “shout out” to the Public Works Department and their work during our recent snow event. We heard from a lot of people on social media how bad much of the region was, however he heard nothing from his residents! Councilmember Ratchford asked Assistant City Administrator Perney to pass this along to the employees of the Department of Public Works how much their work on those long shifts is very much appreciated.

PUBLIC HEARING

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

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

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

-
- B. Case No. LL-2025-19 - Approval of a Liquor License Application for David & Kathryn Gillette d/b/a Old Trading Post Baker Café located at 321 Boone's Lick Road. (Ward 2) ***(RCA Attached)***
- C. Case No. CU-2025-24. (Do Shaggy's Burgers – Matthew Cartwright) An application for Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with a permitted Restaurant use within the "C-2" General Business District located at 1981 Zumbahl Road. The subject property is located in Ward 6. ***(RCA Attached)***
- D. Case No. LL2025-18 – Approval of a Liquor License Application for Matthew Cartwright d/b/a Do Shaggy's located at 1981 Zumbahl Road (Ward 6) ***(RCA Attached)***
- E. Case No. Z-2025-14. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from I-1 Light Industrial District "R-3A" Multiple Family Residential District. The subject property is located in Ward 6. ***(Council Bill 14033)***
- F. Case No. Z-2025-15. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from "R-3A" Multiple Family Residential District to "PD-R" Planned Development – Residential. The subject property is located in Ward 6. ***(Council Bill 14034)***
- G. Case No. Z-2025-16. (Bax Engineering) An application to rezone a 0.53 acre (more or less) tract of land located at 207 Reservoir Avenue from "R-1E/EHP"

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

Single-Family Residential District within the Extended Historic Preservation District to “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District for the proposed expansion of an existing Winery, Meeting Facility, and Liquor Sales use. The property is located in Ward 2. **(Council Bill 14035)**

- H. Case No. CU-2025-25. (Wine Garden LLC – John Donnelly) An application to expand an existing Conditional Use Permit per §400.200(C)(1)(b) for a Meeting Facility, §400.200(C)(1)(d) for a Winery and §400.200(C)(1)(i) for Liquor Sales for the expansion of these uses within the proposed “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District located at 207 Reservoir Avenue. The expansion will bring the total adjusted site to 3.18 acres (more or less) and is located in Ward 2. **(RCA Attached)**

- I. An Ordinance Adopting a Budget for the City for the Period from January 1, 2026 to December 31, 2026, and Appropriating Money in the City Treasury to Pay the Cost of Operating the City Government During that Period in Accordance with the Budget **(Council Bill 14025)**

- J. A Resolution Adopting the Capital Improvement Program for the City of Saint Charles, Missouri, for the Fiscal Years 2026 Through 2030 **(Resolution 10.A)**

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

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

CONSENT AGENDA

Councilmember BRIAN GOULD requested to remove Consent Agenda Item 8.E.1. – Case No. SUB-2025-03 from consideration.

A motion was made by VINCE RATCHFORD to approve the balance of the Consent Agenda. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: “Aye”: Haberstroh, M. Hollander, S. Hollander, Otto, Ratchford, West, Foust and Galba. “Nay”: None. Absent: Mitchell. Motion passed.

A. Approval of Council Minutes and Reports

1. Regular City Council Meeting of November 18, 2025

File #49361

2. Council Work Session of November 18, 2025

File #49367

3. Special Council Work Session of November 4, 2025

File #49367

B. Receipt of Reports from Boards, Commissions and Committees

1. The Housing Authority of the City of St. Charles Meeting of August 27, 2025

File #49384

2. Senior Citizen Advisory Commission Meeting of October 14, 2025

File #49373

3. Landmarks Board Meeting of October 27, 2025

File #49377

C. Receipt of Director of Administration Reports

1. FITS Report – October 2025

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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File #49375

D. Approval of Contracts and Easements

1. Authorization to Enter into an Agreement with Missouri Highway and Transportation Commission to Receive Congestion Mitigation and Air Quality Federal Funds in the Amount of \$2,960,000.00 for the First Capitol and Kingshighway Roundabout Project CMAQ-7302(721)

C25-286

2. Authorization to Enter into an Agreement with Missouri Highway and Transportation Commission to Receive Transportation Alternatives Program Federal Funds in the Amount of \$2,000,000.00 for the First Capitol Shared Used Path Bridge Project TAP-7302(722)

C25-285

3. Authorization for the Police Department to Perform All Acts Necessary to Apply For and Accept the Bulletproof Vest Partnership Grant with the U.S. Department of Justice, Office of Justice Programs in an Amount not to Exceed \$24,165.00.

C25-287

E. Preliminary Plats

1. Case No. SUB -2025-03 (Tempest Properties)

REMOVED FROM THE CONSENT AGENDA.

F. Miscellaneous

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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ITEMS REMOVED FROM THE CONSENT AGENDA

Preliminary Plats

1. Case No. SUB -2025-03 (Tempest Properties)

Councilmember BRIAN GOULD reported the applicant has requested this item be tabled to the January 6, 2026 Regular City Council meeting. The City Clerk announced this item is now tabled and will be on the Consent Agenda portion of the January 6, 2026 Regular City Council meeting agenda.

File #49402

RESOLUTIONS

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

Passed "Aye": M. Hollander, S. Hollander, Otto, Ratchford, West, Foust, Galba, Gould and Haberstroh
"Nay": None
Absent: Mitchell

Approved by the Honorable Mayor on December 3, 2025 and is known as Resolution R25-016

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

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

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“Nay: None
Absent: Mitchell

Approved by the Honorable Mayor on December 3, 2025 and is known as Resolution R25-017

BILLS FOR FINAL PASSAGE

BILL 14025

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

Passed “*Aye*”: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander
 “*Nay*”: None
 Absent: Mitchell

Approved by the Honorable Mayor on December 3, 2025 and is known as Ordinance **25-086**

BILL 14026

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

Passed “*Aye*”: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander
 “*Nay*”: None
 Absent: Mitchell

Approved by the Honorable Mayor on December 3, 2025 and is known as Ordinance **25-087**

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BILL 14027

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

Passed “Aye”: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander
 “Nay”: None
 Absent: Mitchell

Approved by the Honorable Mayor on December 3, 2025 and is known as Ordinance **25-088**

BILL 14028

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

Passed “Aye”: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander
 “Nay”: None
 Absent: Mitchell

Approved by the Honorable Mayor on December 3, 2025 and is known as Ordinance **25-89**

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BILL 14029

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

Passed “Aye”: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander
 “Nay”: None
 Absent: Mitchell

Approved by the Honorable Mayor on December 3, 2025 and is known as Ordinance **25-90**

BILL 14030

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

Passed “Aye”: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander
 “Nay”: None
 Absent: Mitchell

Approved by the Honorable Mayor on December 3, 2025 and is known as Ordinance **25-91**

BILL 14031

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

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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*)

A motion was made by JUSTIN FOUST to amend the recommended condition from the Planning & Zoning Commission to be as follows: 1. The applicant shall apply masonry on the frontage area adjacent to the front door (to the height of the overhang) on all units. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: "Aye": Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander. "Nay": None. Absent: Mitchell. Motion passed. The City Clerk announced Council Bill 14034 will be moved forward to the December 16, 2025 Regular City Council meeting as a Bill for Final Passage, as amended.

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*)

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BILL 14037

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

BILL 14038

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

BILL 14039

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

ITEMS FOR COUNCIL ACTION

Appointment to Board of Adjustment

A motion was made by MARK HOLLANDER to approve the appointment of Ward Silver to the Alternate Member position on the Board of Adjustment recently vacated by Brian Andrzejewski. STEVE HOLLANDER seconded the motion. A roll call vote was taken with the following

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results: "Aye": Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander and Otto. "Nay": None. Absent: Mitchell. Motion passed.

File #49405

A motion was made by MARY WEST to adjourn the Regular City Council Meeting. VINCE RATCHFORD seconded the motion. All voted in favor. Motion passed.

The Regular Council Meeting was adjourned at 8:55 p.m.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

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

On Tuesday, December 2, 2025, a Public Hearing was held on the following items at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding and Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Bill Otto, Vince Ratchford and Mary West. Absent: Mitchell. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

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

Director of Community Development Zachary Tusinger provided an overview of the application. Arnie C. AC “Honest Abe” Dienoff spoke relative to concerns with application. There being no further public comment, a motion was made by MARK HOLLANDER to close the public hearing and approve the 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 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.

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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.

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

- B. Case No. LL-2025-19 - Approval of a Liquor License Application for David & Kathryn Gillette d/b/a Old Trading Post Baker Café located at 321 Boone’s Lick Road. (Ward 2) ***(RCA Attached)***

Arnie C. AC “Honest Abe” Dienoff spoke relative to concerns with application. Councilmember Haberstroh stepped away from the meeting. A motion was made by MARK HOLLANDER to close the public hearing and approve the liquor license as presented by staff. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: “Aye”: M. Hollander, Otto, Ratchford, West, Foust, Galba and Gould. “Nay”: None. Abstain: S. Hollander. Absent: Haberstroh and Mitchell. Motion passed.

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

Director of Community Development Zachary Tusinger provided an overview of the application. Councilmember Haberstroh returned to the meeting. Arnie C. AC “Honest Abe” Dienoff spoke relative to concerns with application. There being no further public comment, a motion was made by JUSTIN FOUST to close the public hearing and approve the 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 with the following conditions:

1. This conditional use permit for liquor sales associated with a restaurant use shall be

PUBLIC HEARING
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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.

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

- D. Case No. LL2025-18 – Approval of a Liquor License Application for Matthew Cartwright d/b/a Do Shaggy’s located at 1981 Zumbahl Road (Ward 6) (***RCA Attached***)

Arnie C. AC “Honest Abe” Dienoff spoke relative to concerns with application. A motion was made by JUSTIN FOUST to close the public hearing and approve the liquor license as presented by staff. MARY WEST seconded the motion. A roll call vote was taken with the following results: “Aye”: S. Hollander, Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh and M. Hollander. “Nay”: None. Absent: Mitchell. Motion passed.

- E. Case No. Z-2025-14. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately

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465 feet north of Ehlmann Road, from I-1 Light Industrial District “R-3A” Multiple Family Residential District. The subject property is located in Ward 6. (***Council Bill 14033***)

Director of Community Development Zachary Tusinger provided an overview of the application. There being no public comments, a motion was made by JUSTIN FOUST to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: “Aye”: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander “Nay”: None. Absent: Mitchell. Motion passed.

- F. Case No. Z-2025-15. (T.R. Hughes Homes) An application to rezone an 8.50 acre tract of land located on the western side of Harry S Truman Blvd and approximately 465 feet north of Ehlmann Road, from “R-3A” Multiple Family Residential District to “PD-R” Planned Development – Residential. The subject property is located in Ward 6. (***Council Bill 14034***)

Director of Community Development Zachary Tusinger provided an overview of the application. Arnie C. AC “Honest Abe” Dienoff spoke relative to this application. There being no further public comments, a motion was made by JUSTIN FOUST to hold the public hearing open until the December 16, 2026 Regular City Council Meeting. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: “Aye”: Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and S. Hollander “Nay”: None. Absent: Mitchell. Motion passed.

- G. Case No. Z-2025-16. (Bax Engineering) An application to rezone a 0.53 acre (more or less) tract of land located at 207 Reservoir Avenue from “R-1E/EHP” Single-Family Residential District within the Extended Historic Preservation District to “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District for the proposed expansion of an existing Winery, Meeting Facility, and Liquor Sales use. The property is located in Ward 2. (***Council Bill 14035***)

Director of Community Development Zachary Tusinger provided an overview of the application. There being no public comments, a motion was made by MARK HOLLANDER to close the public

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hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: “Aye”: Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander and Otto “Nay”: None. Abstain: S. Hollander. Absent: Mitchell. Motion passed.

- H. Case No. CU-2025-25. (Wine Garden LLC – John Donnelly) An application to expand an existing Conditional Use Permit per §400.200(C)(1)(b) for a Meeting Facility, §400.200(C)(1)(d) for a Winery and §400.200(C)(1)(i) for Liquor Sales for the expansion of these uses within the proposed “HCD/EHP” Historic Commercial District within the Extended Historic Preservation District located at 207 Reservoir Avenue. The expansion will bring the total adjusted site to 3.18 acres (more or less) and is located in Ward 2. *(RCA Attached)*

Director of Community Development Zachary Tusinger provided an overview of the application. Arnie C. AC “Honest Abe” Dienoff spoke relative to concerns with application. There being no further public comment, a motion was made by MARK HOLLANDER to close the public hearing and approve the 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 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 effect.
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

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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.

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

- I. An Ordinance Adopting a Budget for the City for the Period from January 1, 2026 to December 31, 2026, and Appropriating Money in the City Treasury to Pay the Cost of Operating the City Government During that Period in Accordance with the Budget
(Council Bill 14025)

Arnie C. AC “Honest Abe” Dienoff spoke relative to Council Bill 14025. There being no further public comments, a motion was made by MARK HOLLANDER to close the public hearing. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: “Aye”: Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander Otto, Ratchford and West. “Nay”: None. Absent: Mitchell. Motion passed.

PUBLIC HEARING
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- J. A Resolution Adopting the Capital Improvement Program for the City of Saint Charles, Missouri, for the Fiscal Years 2026 Through 2030 (**Resolution 10.A**)

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

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

Melanie Sherman spoke relative to Council Bill 14027. There being no further public comments, a motion was made by MARK HOLLANDER to close the public hearing. MARY WEST seconded the motion. A roll call vote was taken with the following results: "Aye": Gould, Haberstroh, M. Hollander, S. Hollander, Otto, Ratchford, West, Foust and Galba. "Nay": None. Absent: Mitchell. Motion passed.

The Public Hearing adjourned at 8:40 p.m. and the Regular Session continued with the order of business.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, October 9, 2025 4:30 PM

Conference Room A, City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

Chris Kyle, Chair
Alyssa Houska
Bill Otto, Council Liaison
Keith Lutz
Brandon Runk
Melissa Hollander

Staff Members Present:

Jessica Ferguson, Business Development Coordinator
Lawrence Perney, Assistant Administrator
Madelyn Brown, Planner
Taylor Moore, Historic Preservation Planner
Dan Mann, Director, Engineering
Beth Norviel, Director, Special Events/Communications
Jennifer O'Connor, Finance Director
John Boyer, Com Dev Assistant Director
Holly Magdziarz, City Attorney

ABSENT: Jeff Sams, Adam Tritz

Call to Order and Call the Roll – Chris Kyle called the meeting to order at 4:30pm. There were five (5) members present, enough for a quorum. Jessica Ferguson conducted roll call.

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

Approval of Minutes –Bill Otto made a motion to approve the September, 2025 Minutes. Brandon Runk seconded the motion. All in favor (5-0).

Current Operating Budget – Alyssa Houska arrived at 4:34pm. Six (6) members are now present. Keith Lutz made a motion to approve the budget. Bill Otto seconded the motion. All in favor (6-0). Budget is discussed.

Update from City Staff – Dan Mann gives update on 2nd Street and C3 project. Holly Magdziarz give Sunshine Request presentation to the Board. Fundraising is moved up and Holly Magdziarz and Jennifer O'Connor discuss options with the Board.

Fall /Winter Flowers – Discussion on fall and winter flowers and watering. Keith Lutz makes a motion not to exceed \$1500 for Parkview Gardens for fall/winter flowers. Melissa Hollander seconded the motion. All in favor (6-0). Keith Lutz makes a motion not to exceed \$2000 for 360 Lawn and Landscape to install and maintain the fall/winter flowers. Melissa Hollander seconded the motion. All in favor (6-0).

Tree Lighting – Board discussed the Tree Lighting Ceremony. Decorations discussed. Bill Otto makes a motion not to exceed \$2000 for Alyssa Houska to spend on decorations and lights for the ceremony. Brandon Runk seconded the motion. All in favor (6-0).

Frenchtown Signage on the Katy Trail – Dan Mann discusses options and access to the Katy Trail.

Old Business –

- **Fundraising** – Discussed during Updates from City Staff.
- **New Business Welcome Package** – Held until November.
- **Event Support** – Held until November.

New Business – None.

Report from City Council Liaison – Bill Otto discusses C3.

Other Information from Staff – Lawrence Perney gives update on message boards, maps, and directory along 2nd street. Next meeting is set for November 13, 2025.

Adjournment – Melissa Hollander made the motion to adjourn at 6:03pm. Keith Lutz seconded the motion. All in favor (6-0).



Chris Kyle, Chair

12-11-25
Date

SPECIAL MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Monday, November 3, 2025 4:30 PM

Conference Room A, City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

Chris Kyle, Chair
Jeff Sams, Vice-Chair
Alyssa Houska
Keith Lutz
Melissa Hollander

Staff Members Present:

Jessica Ferguson, Business Development Coordinator

ABSENT: Brandon Runk, Adam Tritz, Bill Otto

Call to Order and Call the Roll – Chris Kyle called the meeting to order at 4:39pm. There were four (4) members present, enough for a quorum. Jessica Ferguson conducted roll call.

Holiday Planning – The Board took inventory of current holiday decorations and discussed the tree lighting. Alyssa Houska arrived at 4:45pm, there are now five (5) members present.

Adjournment – Chris Kyle made the motion to adjourn at 5:30pm. Alyssa Houska seconded the motion. All in favor (5-0).



Chris Kyle, Chair

12-11-25
Date

MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, November 13, 2025 4:30 PM

Conference Room A, City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

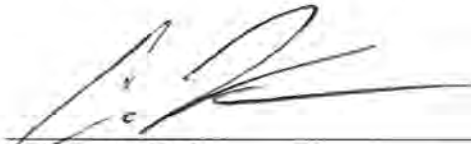
Chris Kyle, Chair
Keith Lutz
Melissa Hollander

Staff Members Present:

Jessica Ferguson, Business Development Coordinator
David Fruits, Police Officer
Beth Norviel, Director, Special Events/Communications

ABSENT: Jeff Sams, Adam Tritz, Bill Otto, Brandon Runk, Alyssa Houska

Call to Order and Call the Roll – Chris Kyle called the meeting to order at 4:30pm. There were three (3) members present, not enough for quorum. No meeting was conducted.



Chris Kyle, Chair

12-11-25
Date

MEETING MINUTES – October 23, 2025



230 South Main Street, St. Charles, Missouri

THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

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

Call to Order & Introductions: The Tourism Commission Meeting was called to order at 4:00pm by Chairperson, Mr. Scott Tate. Commissioners present were: Council Liaison, Mr. Mark Hollander, Ms. April Moxley, Ms. Marsha Adams, Ms. Lydia Crespo, Mr. Dan Tripp and Ms. Trudy Pagano. Staff members present were: Assistant City Administrator and Interim Director, Lawrence “LP” Perney, Director of Sales, Joanie Ohlms, and Staff Liaison, Pamela Castellano. Also present: Mr. Steve Powell and Ms. Mary Carolyn Johnson.

- 1. Approval of Minutes:** A motion was made by Ms. Marsha Adams to approve the September 25, 2025 Meeting Minutes. The motion was seconded by Ms. Lydia Crespo and was approved unanimously.
- 2. Questions relative to reports provided in Agenda Packet:** There were no questions relative to the reports provided.
 - STR
 - Convention Center
 - CVB Financial
- 3. CVB and Foundry updates:** Mr. Perney provided an update of the CVB and Foundry operations.
Mr. Perney also provided the Sales Division update and shared highlights with the Commission.
- 4. Public Comments:** Mr. Steve Powell congratulated the team at The Convention and Visitors Bureau on receiving Missouri’s 2025 Pathfinder Award presented at the annual Governors Conference on Tourism. Mr. Powell also wished to publically recognize the Staff of the Convention and Visitors Bureau for the installation of the cornstalks this year, and further recognized the efforts of Nicole Moss-Doelger of MOss Boutique, Shaina Groaning of Katy Trail Collections, and others for volunteering their time to ensure the Main Street festival lighting is in the best possible condition. Mr. Powell added his concerns that the City appears to be reverting many years, to the times during which the festival relied on volunteers instead of professional vendors. Finally, Mr. Powell asked Commissioners to please consider the Draft Resolution in “Support of The Greater Saint Charles Convention and Visitors Bureau as City Department” he provided during the Commission’s September Meeting.

Ms. Mary Carolyn Johnson was in attendance and was asked to introduce herself. She is the current President of St. Charles-Ludwigsburg Sister Cities and Vice President of St. Charles Sister Cities Programs, INC.

MEETING MINUTES – October 23, 2025

Mayor Dan Borgmeyer joined the meeting at 4:25pm.

5. Announcements | Updates:

- Mayor: Mayor Borgmeyer expressed his encouragement by the amount of interest in Frenchtown that has been stimulated by the development of the City Centre Complex.
- Council Liaison: Mr. Hollander added his congratulations to the team at the CVB on receiving Missouri's Pathfinder Award. He also announced that Second Street is now open northbound into Frenchtown as the work at the City Center Complex progresses. Mr. Hollander encouraged Commissioners to take a look. Finally, he indicated that the South Second Street Reconstruction Project continues to move forward with objectives focusing on the calming of traffic on this section of the Street.
- Commissioners: Ms. Adams reiterated her request for the Saint Charles Fair Budget. Mr. Perney acknowledged this request and will provide this report to the Commission.

Ms. Adams and Mr. Tate asked for an update on Departmental Restructuring. Mayor Borgmeyer announced that he is currently conducting research and will deliver an in-depth report to The City Council in January, 2026.

Ms. Moxley pointed out that incorrect street closures/parking signage was placed on Main Street prior to the City's October 25 events, adding confusion to the already hectic schedule accommodating Legends and Lanterns®, Pumpkin Glow, and Lindenwood's Homecoming Parade. Ms. Moxley expressed an idea to consider alternative parade routes for the 2026 Parade.

6. **Adjournment:** A motion to adjourn was made by Mr. Hollander and seconded by Ms. Moxley. The September Meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 4:45pm.

Approved: _____



December 11, 2025

LANDMARKS BOARD - MINUTES
November 17, 2025
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT

Steve Martin, Chair
Jill Ryan
Michelle Beucke
Dave Settle

STAFF PRESENT

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

Absent: Tom Smith, John Donnelly, Christi Tennyson, Steve Hollander

On Monday, November 17, 2025, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

1. Call to order and call the roll.

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

2. The Pledge of Allegiance

3. Consent Agenda

(A) Case No. EC-2025-062 123 North Main Street. John Jurgiel. The applicant is requesting permission to install six new windows on the front of the building [Historic Downtown District, Ward 1].

(B) Case No. EC-2025-063 415 Houston Street. RBM Construction. The applicant is requesting permission to install new decking on the front porch of the dwelling [Extended Historic Preservation District, Ward 1].

This item was removed from the Consent Agenda.

(C) Case No. EC-2025-064 711 Monroe Street. Christine Prinster The applicant is requesting permission to repaint the entire dwelling [Extended Historic Preservation District, Ward 2].

Michelle Beucke made a motion to approve the consent agenda. Dave Settle seconded the motion. Four were in favor, none were opposed (4-0), the motion passed.

4. Removed Consent Agenda Items

(A) Case No. EC-2025-063 415 Houston Street. RBM Construction. The applicant is requesting permission to install new decking on the front porch of the dwelling [Extended Historic Preservation District, Ward 1]. *Frank Jackson was present to answer questions from the Board. Michelle Beucke made a motion to approve the application, subject to condition tongue and groove front porch boards are utilized. Dave Settle seconded the motion. Four were in favor, none were opposed (4-0), the motion passed.*

5. Sign Permit Applications

(A) Sign Permit No. 2025-5866 1116 North 2nd Street. Brandon Eckardt. The applicant is requesting permission to install a wall-mounted sign for the business “Naked Tiki Distilling” [Frenchtown Preservation District, Ward 1].

Brandon Eckardt was present to answer questions from the Board. Michelle Beucke made a motion to approve the sign permit. Jill Ryan seconded the motion. All were in favor (4-0), the motion passed.

6. Structure Review

- (A) Case No. SP-2025-017 1116 North 2nd Street. Brandon Eckardt. The applicant is requesting permission to place a shipping container structure in the rear of the property [Frenchtown Preservation District, Ward 1]. *Brandon Eckardt was present to answer questions from the Board. Michelle Beucke made a motion to approve the application, subject to the condition the shipping container's installation does not exceed two (2) years. Dave Settle seconded the motion. All were in favor (4-0), the motion passed.*
- (B) Case No. D-2025-018 1203 South Main Street. Leslie Duncan. The applicant is requesting permission to remove the existing dwelling on the property [Landmarks Preservation District, Ward 2]. *Michelle Beucke was present to answer questions from the Board. Jill Ryan made a motion to find the structure historically significant. Dave Settle seconded the motion. None were in favor, three were opposed, and one abstained (0-3-1). The structure was found to be not historically significant and approved for demolition.*
- (C) Case No. SP-2025-015 524 North 8th Street. Justin Wallace. The applicant is requesting permission to construct a new single-family dwelling on the property [Commons Preservation District, Ward 1]. *Justin Wallace was present to answer questions from the Board. Michelle Beucke made a motion to approve the construction of a new single-family dwelling on the property, subject to the following conditions: the roof be all shingled, including the front porch and square columns be utilized for the front porch. Dave Settle seconded the motion. All were in favor (4-0), the motion passed.*
- (D) Case No. SP-2025-016 533 North 6th Street. Cecil & Nancy Huff. The applicant is requesting permission to construct a rear addition off the existing dwelling [Commons Preservation District, Ward 1]. *Frank Jackson with RBM Construction and Nancy Huff were present to answer questions from the Board. Michelle Beucke made a motion to approve the rear addition to the dwelling, subject to the condition the siding all be the same color as the existing dwelling. Jill Ryan seconded the motion. All were in favor (4-0), the motion passed.*
- (E) Case No. SP-2025-014 1219 South Main Street. John Donnelly. The applicant is requesting after-the-fact approval to construct a new parking area and retaining walls on the property [Landmarks Preservation District, Ward 2]. *Jeff Moon with BAX Engineering was present to answer questions from the Board. Michelle Beucke made a motion to approve the after-the-fact site plan with conditions recommended by Staff. Jill Ryan seconded the motion. All were in favor (4-0), the motion passed.*

7. Announcements/Reports from Officers

No Reports

8. Staff Reports

No Reports

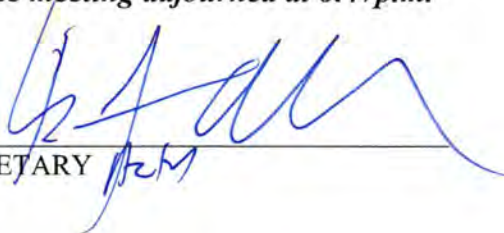
9. Approval of October 27, 2025 regular meeting minutes

Michelle Beucke made a motion to approve the minutes, Jill Ryan seconded the motion. Four were in favor, none were opposed (4-0).

10. Adjournment

Jill Ryan made a motion to adjourn. Dave Settle seconded the motion. All were in favor (4-0), the meeting adjourned at 6:47p.m.

SECRETARY



DATE

11/15/2025

MINUTES

THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday, October 29, 2025

8:30 am

1041 Olive Street

St. Charles, Missouri 63301

Chairman Burke called the meeting to order at 8:35 a.m. in the Boardroom of the St. Charles Housing Authority.

Present

Diane Burke, Chair
Pat Pryor, Commissioner
Melanie McIlroy, Commissioner, Via Telephone
Bill Otto, City Council Liaison
Lauren Burnett, Secretary
Mary Clements, Secretary

Absent

Anne Lersch, Vice Chair
David Glidewell, Commissioner
Kathleen Thompson, City Staff Liaison

Comments from Residents

There were no residents who attended the meeting.

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

Approval of List of Bills

The list of bills from August 2025, consisting of PH Check numbers 43184 to 43244 in the amount of \$97,911.85 and S8 Check numbers 51641 to 51774 in the amount of \$266,838.66 were reviewed and discussed. The list of bills from September 2025, consisting of PH Check numbers 43267 to 43303 in the amount of \$40,186.32 and S8 Check numbers 51775 to 51917 in the amount of \$232,272.09 were reviewed and discussed. A motion was made by Commissioner Pryor and seconded by Commissioner McIlroy to approve the list of bills. Motion carried.

Vacancies

Regarding the Section 8 Program, we now have 222 units under lease as of October 1, 2025, and are at 79.29% leased up. We are spending 93.96% of our HAP for the month of October 2025.

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

We have fifteen vacancies in Low Rent Housing, nine that are offline and in the process of modernization and six units in make-ready status. We are not anticipating any additional vacancies this month.

New Business

Resolution #885 – Voiding of Public Housing Uncashed Checks was presented and discussed. A motion to approve was made by Commissioner Pryor and seconded by Commissioner McIlroy. Motion Carried.

Resolution #886 – Write off, of Public Housing Uncollectable Accounts, was presented and discussed. A motion to approve was made by Commissioner Pryor and seconded by Commissioner McIlroy. Motion Carried.

Resolution #887 – Voiding of Section 8 Uncashed Checks was presented and discussed. A motion to approve was made by Commissioner Pryor and seconded by Commissioner McIlroy. Motion Carried.

Resolution #888 – Write off, of Section 8 Uncollectable Accounts, was presented and discussed. A motion to approve was made by Commissioner Pryor and seconded by Commissioner McIlroy. Motion Carried.

Old Business

Terminations and Court Hearings

Section 8 Termination of Assistance October 2025:

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

Public Housing Termination of Lease October 2025:

We have three tenants for the Public Housing Program for non-payment of rent and they will have until November 28, 2025, to resolve their rent issues. There are no additional lease terminations.

Directors Report

First, I would like to thank the St. Charles Housing Authority for the opportunity to continue in my employment as the Executive Director. I look forward to the future and the things that we can accomplish.

Jessica has sent out letters to see which of our tenants need assistance for Thanksgiving and Christmas, however with the government shutdown, a lot of the agencies that had accepted several families to assist are no longer able to do so. We have sent out referral letters for local parishes and restaurants who have the availability to assist.

Lloyd is still busy trying to complete all the work orders and we are still preparing for the HUD inspection so that we will be ready by the time we are notified of the NSPIRE inspection being scheduled. Our goal with the currently open units has been revamped and we are now hoping to complete all the current modernization units by the end of November 2025 so that we are able to flip the other open units and gain occupants. We are still searching for an additional maintenance employee, as well as an inspector for our Section 8, Public Housing and MOD Rehab units.

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

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

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

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

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

Respectfully reported,

Lauren Burnett
Executive Director
St. Charles Housing Authority

OTHER BUSINESS

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

Future Meeting Dates and Times:

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

Wednesday, January 28, 2026, at 8:30 am

Adjournment

As there was no additional business to come before the Board, a motion was made by Commissioner Pryor and seconded by Commissioner McIlroy to adjourn the meeting. Motion carried. The meeting was adjourned at 8:47 am.


Diane Burke, Chairman


Lauren Burnett, Secretary

**SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
NOVEMBER 19, 2025**

The meeting was **Called to Order** by President Bichel at 6:03pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

Board Sandy Bichel, Larry Muench, Kathy Mudrovic, Anna Shy, Anne Zerr, and Council Liaison Denise Mitchell were present.

TJ Slattery, Brian Scheidegger, Tim Glosier were absent.

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

Others Holly Magdziarz –City Attorney

3. **Pledge of Allegiance**

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

5. **Staff Reports/Presentations:**

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

A. **Master Agreement between the City of St. Charles and the St. Charles City-County Library District for existing and future programs/partnerships***

Atkinson explained that this agreement was requested by the Library District. It would memorialize the current programs the City already partners with the district on and also allow future programs to be added as needed by staff. Also requires City Council approval since it is an intergovernmental agreement.

Muench made a motion to approve the agreement; seconded by Mudrovic. Motion Passed.

- B. Change Order #1 with McConnell & Associates to complete the McNair Roller Rink resurfacing project. Adding \$21,360.00 making the new contract amount \$45,138.00***

Atkinson explained that this would add the McNair Roller Rink resurfacing project to be completed in 2026. The contractor recently completed the McNair Basketball Court resurfacing project.

Mudrovic made a motion to approve the change order; seconded by Zerr. Motion Passed.

- C. First Renewal Contract with Capri Pools & Aquatics to perform opening and closing of aquatic facilities and maintenance support in 2026 in an amount not to exceed \$35,000***

Muench made a motion to approve the renewal contract; seconded by Mudrovic. Motion Passed.

- D. Contract with Aquatic Control to complete the 2026 Pond Management Program in an amount not to exceed \$17,300***

Shy made a motion to approve the contract; seconded by Mudrovic. Motion Passed.

- E. Purchase Order with ATT Mobility/FirstNet to provide cellular phone service and equipment in 2026 in an amount not to exceed \$30,800.00***

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

- F. Purchase Order with WEX Bank to provide fleet fuel cards for use in 2026 in an amount not to exceed \$98,500.00***

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

- G. Purchase Order with NAPA Auto Parts to supply vehicle and equipment parts in 2026 in an amount not to exceed \$17,300.00***

Mudrovic made a motion to approve the purchase; seconded by Zerr. Motion Passed.

- H. Purchase Order with Imperial Dade to provide janitorial supplies in 2026 in an amount not to exceed \$30,000.00***

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

- I. **First Renewal of contract with STL Shirt Co. to provide all screen-printed shirts and apparel for staff and program participants in 2026 in an amount not to exceed \$39,550.00***

Mudrovic made a motion to approve the renewal contract; seconded by Shy. Motion Passed.

- J. **Purchase Order with Krey Distributing to provide alcoholic beverages for resale at Concession Stands in 2026 in an amount not to exceed \$28,000.00***

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

- K. **Purchase Order with Concentra Medical Services for related medical and testing for employees in the Parks & Recreation Department in 2026 in an amount not to exceed \$21,620.00***

Shy made a motion to approve the purchase; seconded by Mudrovic. Motion Passed.

- L. **Contract with Jeff Ellis & Associates Inc. to provide aquatics risk management and safety certifications in 2026 in an amount not to exceed \$20,540.00***

Mudrovic made a motion to approve the contract; seconded by Zerr. Motion Passed.

- M. **Purchase Order with Vermont Systems Inc. to provide annual service and support in 2026 in an amount not to exceed \$27,933.18***

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

- N. **Purchase Order with MBR Management Corp to provide Domino's Pizza at the Wapelhorst Aquatic Facility for resale in 2026 in an amount not to exceed \$24,000***

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

- O. **Purchase Order with Old Time Servicing Company to provide Cool Beads Ice Cream for resale at concession stands in 2026 in an amount not to exceed \$55,000***

Zerr made a motion to approve the purchase; seconded by Mudrovic. Motion Passed.

7. **Meeting Minutes:**

- A. Parks & Recreation Board Meeting Minutes October 15, 2025*

Muench made a motion to approve the meeting minutes; 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

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

9. **Items Removed from the Consent Agenda:** None

10. **Presidents Announcements and Reminders:**

Reminded the Board about the upcoming Board Holiday Social being held on Thursday December 11th from 6:00 – 9:00pm at Memorial Hall.

11. **Directors Report:**

A. Thank You's (As Available)

B. General Department Update

C. Legacy Farms Update

Britton updated the Board that we had nine submissions from playground vendors for the playground at the new park. Staff and the consultant are currently going through the submissions. An update and recommendation for a purchase contract will come before the Board at a future meeting.

Britton also updated the Board on the delay that the project is experiencing right now while waiting for MoDot to decide on where access will be allowed from State Highway B in to the park property. The delay was caused by having to complete a second Traffic Study at their request and then also a 6-8 week wait time for them to make a recommendation. This delay will likely cause a delay in the bidding of the overall project as Parks staff directed the consultant group to hold moving forward on their work on the roadway portion of the project so that final direction could be provided by MoDot.

Delayed bidding would also likely lead to delayed construction start date and completion date. Currently the goal is to include the spring 2026 planting season as part of the construction so the park will likely be delayed to opening in the spring/summer of 2027 rather than the original December 2026 timeline which ultimately is not the best time to be finishing up construction of the park and opening it to the public.

12. Board Member Announcements and Reminders:

Muench - Good

Shy – Good

Zerr – Good

Mudrovic – Good

13. Council Liaison Announcements and Reminders:

Councilperson Mitchell informed the Board that there will a new Park Board member named Joshua Allen coming onto the Board. He was appointed at the 11/18/25 City Council meeting. Reminded the Board about the Ward 7 meeting being held at Coverdale Elementary on Thursday November 20th

14. Park Board Liaisons Comments

A. Foundation Report: Mudrovic stated the the Foundation Board are finalizing how they will distribute \$30,000 per year for park projects from their endowment income.

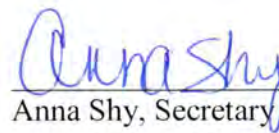
B. Legislative Report: None

As there was no further business to discuss Mudrovic moved for **Adjournment** at 6.46 pm; Seconded by Zerr. The motion passed.

Meeting: November 19, 2025

Respectfully Submitted,


Sandy Bichel, President


Anna Shy, Secretary

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
December 3, 2025

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

Board Joshua Allen, Kathy Mudrovic, Larry Muench, Anna Shy, TJ Slattery, Sandy Bichel, Tim Glosier, Anne Zerr and Council Liaison Denise Mitchell were present.

Brian Scheidegger was absent.

Staff Maralee Britton – Director, Chris Atkinson- Assistant Director,
Don Borgmeyer – Enterprise Superintendent, Mike Wilkins - Chief Park Ranger

Other Holly Magdziarz – City Attorney, Dan Foust - Oktoberfest

3. Pledge of Allegiance

President Bichel welcomed the newest Park Board Member Joshua Allen to the Board. All Board Members, Council Liaison and City staff introduced themselves.

4. Discussion and Consideration for approval the Organizations Hosting Ticketed Events in Public Parks Policy effective January 1, 2026

Britton led the discussion of the ticketed events policy. This change or new policy was created following a request by the Oktoberfest Committee earlier in the year. They would like to have the ability to charge a fee to the attending public for access to future events in Frontier Park. During the Board meeting on October 1st, 2025 when this topic was first discussed the Board asked staff to reach out to the other larger events that use the park to get their thoughts and feedback. Both FOLH and Riverfest did not feel like they would utilize the policy and their events would remain free to attend.

Dan Foust from the Oktoberfest Committee spoke to the Board about why Oktoberfest would like to have the ability to charge a fee to enter their event. Since the Committee took over the event 18 years ago from Sister Cities the event has grown every year. He outlined the size of the event currently includes around 100 vendors (60 food vendors, 40 craft vendors), also that the cost to stage and operate the event are continuing to rise. He estimated it cost around \$600,000 to run the event. He also highlighted the number of non-profits that the committee partners with to operate alcohol booths, provide ID wrist bands etc. All of those non-profits earn significant funds during the event to help with their missions.

Mr. Foust stated that the biggest concern the Oktoberfest Committee has with the current language in the policy is the revenue sharing split of 75%/25%. He stated at that split the

committee would not want to move forward with a ticketed event. The committee felt the split proposed by them 90%/10% was a more appropriate split since the Parks & Recreation Department was still being paid all the other fees they currently charge and this is a possible new revenue source without any additional work or commitments being needed from the Department.

There was discussion about how the park could be fenced/gated to restrict access to the park/event and how that would work with the KATY Trail State Park being integrated into Frontier Park. Those discussions would continue if the policy was created between the committee and the department. It was agreed Ranger and Police Officer priority is safety of event visitors and not those who try to circumvent the gated entry for free access.

Mr. Foust stated that other than the revenue split percentage that the committee were good with all the other parts of the proposed policy.

The Board had consensus to continue forward with the policy at the 90%/10% revenue sharing split.

The next step would be for review by the Legal Department and then the policy would be brought back at an upcoming meeting for possible further discussion and adoption.

Mr. Foust also asked if the Board at some point would consider widening the interior park trail system due to the narrowness of the trail during the larger special events. This would assist emergency carts and allow more room for event visitors.

5. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)

Muench – Good.

Zerr – Good.

Mudrovic – Good. Asked about snow clearing at Webster on trail from ADA parking spot to building.

Slattery – Good.

Bichel – Good.

Glosier – Good.

Shy – Good.

Allen – Will have his parks assigned at an upcoming meeting.

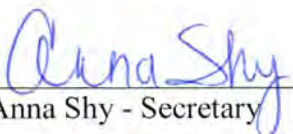
Council Liaison Mitchell – Asked if a sign could be straightened at Schaefer Park.

As there was no further business to discuss Mudrovic moved for **Adjournment** at 7.18 pm; Seconded by Slattery. Motion passed.

Meeting: December 3, 2025

Respectfully Submitted,


Sandy Bichel - President


Anna Shy - Secretary

RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): N/A

Description:

Monthly Finance FITS Report for the month ended November 2025.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Page 1-2, Financial Overview for November 2025.

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

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

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

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 11/30/25

General Fund	Amended Budget 2024		Audited Actual 2024		% of Budget		Amended Budget 2025		Unaudited Actual 2025		% of Budget		Difference	Notes
	Budget	Actual	Actual	Budget	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual		
Revenue:														
Property Taxes	\$10,109,066	\$10,163,168	\$10,163,168	101%	\$10,595,886	\$4,780,661	45%	(\$5,815,225)						
Utility Taxes	\$9,984,018	\$8,505,387	\$8,505,387	85%	\$8,438,857	\$8,274,912	98%	(\$163,945)						
Sales Taxes	\$12,668,921	\$12,279,031	\$12,279,031	97%	\$13,175,678	\$11,300,883	86%	(\$1,874,795)						
Use Tax	\$4,000,000	\$6,785,124	\$6,785,124	170%	\$7,744,331	\$6,479,213	84%	(\$1,265,118)						
Other Tax Revenue	\$1,059,232	\$741,585	\$741,585	70%	\$944,875	\$589,974	62%	(\$354,901)						
Gaming Tax	\$7,246,085	\$7,246,086	\$7,246,086	100%	\$7,068,546	\$6,280,722	89%	(\$787,824)						
Licenses and Permits	\$2,628,727	\$2,328,705	\$2,328,705	89%	\$2,326,320	\$2,315,421	100%	(\$10,899)						
Fines and Fees	\$3,712,140	\$2,758,142	\$2,758,142	74%	\$2,951,689	\$2,868,907	97%	(\$82,782)						
Charges for Services	\$11,219,890	\$11,035,114	\$11,035,114	98%	\$12,474,454	\$10,893,780	87%	(\$1,580,674)						
Miscellaneous Revenue	\$765,671	\$726,620	\$726,620	95%	\$996,069	\$812,781	82%	(\$183,288)						
Interest	\$180,000	\$1,876,273	\$1,876,273	1042%	\$380,000	\$253,847	67%	(\$126,153)						
Transfers In From Other Funds	\$1,000	\$1,000	\$1,000	100%	\$1,000	\$1,000	100%	\$0						
Sales of Fixed Assets	\$100,000	\$82	\$82	0%	\$100,000	\$0	0%	(\$100,000)						
Grants	\$1,655,501	\$1,483,198	\$1,483,198	90%	\$979,718	\$90,246	9%	(\$889,472)						
Total Revenue	\$65,327,251	\$65,929,516	\$65,929,516		\$68,177,423	\$54,942,346		(\$13,235,077)						
Expenditures:														
Personnel Services	\$46,459,307	\$45,833,329	\$45,833,329	99%	\$51,257,587	\$46,612,191	91%	(\$4,645,395)						
Professional/Purchased Services	\$11,981,342	\$10,860,748	\$10,860,748	91%	\$12,602,368	\$10,659,405	85%	(\$1,942,964)						
General/Operating Supplies	\$2,815,464	\$2,060,438	\$2,060,438	73%	\$3,414,518	\$2,633,028	77%	(\$781,490)						
Capital	\$4,476,000	\$2,101,270	\$2,101,270	47%	\$2,583,192	\$1,877,822	73%	(\$705,370)						
Transfers To Other Funds	\$0	\$1,250,000	\$1,250,000	0%	\$0	\$0	0%	\$0						
Total Expenditures	\$65,732,114	\$62,105,785	\$62,105,785		\$69,857,665	\$61,782,446		(\$8,075,219)						
Difference in Rev and Exp	(\$404,863)	\$3,823,731	\$3,823,731		(\$1,680,242)	(\$6,840,100)								
Fund Balance - beginning		\$19,710,306	\$19,710,306			\$23,534,037								
Fund Balance - ending		\$23,534,037	\$23,534,037			\$16,693,937								
Street Maintenance														
Revenue	\$10,163,973	\$10,647,346	\$10,647,346	105%	\$10,823,884	\$9,952,605	92%	(\$871,279)						
Expenses	\$14,737,133	\$10,715,902	\$10,715,902	73%	\$15,163,819	\$12,259,088	81%	(\$2,904,731)						
Difference in Rev and Exp	(\$4,573,160)	(\$68,556)	(\$68,556)		(\$4,339,935)	(\$2,306,483)								
Fund Balance - beginning		\$5,270,318	\$5,270,318			\$5,201,762								
Fund Balance - ending		\$5,201,762	\$5,201,762			\$2,895,279								

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 11/30/25

	Amended Budget 2024	Audited Actual 2024	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Park								
Revenue	\$9,458,121	\$12,540,209	133%	\$8,879,641	\$5,605,552	63%	(\$3,274,089)	
Expenses	\$9,649,185	\$8,998,656	93%	\$13,558,514	\$9,776,253	72%	(\$3,782,261)	
Difference in Rev and Exp	(\$191,064)	\$3,541,553		(\$4,678,873)	(\$4,170,701)		\$508,172	
Fund Balance - beginning		\$2,874,773			\$6,416,326			
Fund Balance - ending		\$6,416,326			\$2,245,625			
Tourism								
Revenue	\$5,721,671	\$5,957,583	104%	\$6,311,372	\$5,709,477	90%	(\$601,895)	
Expenses	\$6,044,900	\$5,632,255	93%	\$7,381,255	\$5,547,165	75%	(\$1,834,089)	
Difference in Rev and Exp	(\$323,229)	\$325,328		(\$1,069,883)	\$162,312		\$1,232,194	
Fund Balance - beginning		\$4,157,036			\$4,482,364			
Fund Balance - ending		\$4,482,364			\$4,644,676			
Waterworks								
Revenue: Operating	\$13,061,879	\$14,736,751	113%	\$17,005,695	\$14,772,000	87%	(\$2,233,695)	
Expenses: Operating	\$13,083,400	\$13,057,371	100%	\$14,694,589	\$10,665,559	73%	(\$4,019,030)	
Difference in Rev and Exp	(\$21,521)	\$1,679,380		\$2,321,106	\$4,106,441		\$1,785,334	
Fund Balance - beginning - unrestricted		\$5,806,586			\$7,485,966			
Fund Balance - ending - unrestricted		\$7,485,966			\$11,592,407			
Sanitary Sewer								
Revenue	\$24,083,808	\$18,291,068	76%	\$18,356,000	\$17,448,639	95%	(\$907,361)	
Expenses	\$22,979,908	\$17,431,710	76%	\$15,757,272	\$9,644,365	61%	(\$6,112,907)	
Difference in Rev and Exp	\$1,103,900	\$859,358		\$2,598,728	\$7,804,274		\$5,205,546	
Fund Balance - beginning - unrestricted		\$7,209,554			\$8,068,912			
Fund Balance - ending - unrestricted		\$8,068,912			\$15,873,186			
Gaming Revenue - All Funds:								
			Allocation					
General	\$7,246,085	\$7,247,086	67%	\$7,068,546	\$6,280,722		(\$787,824)	
Redevelopment	\$0	\$0	0%	\$0	\$0		\$0	
Street Construction	\$0	\$0	0%	\$0	\$0		\$0	
Major Facilities	\$0	\$0	0%	\$0	\$0		\$0	
Capital Improvement	\$3,281,450	\$2,758,207	33%	\$3,544,064	\$3,149,061		(\$395,003)	
Total Gaming Revenue	\$10,507,535	\$10,005,293	95%	\$10,612,610	\$9,429,782	89%	(\$1,182,828)	

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
11/30/2025**

Investment	Purchase	Maturity	Par Value	(a) Coupon	Price	Yield (b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net Curr. Mo. Accr. Int. (d)	Curr. Mo. Paid Int.
Pooled Investments:													
Cash and Cash Equivalents													
FSTGD			\$ -		#DIV/0!		\$ 9,956,013.65	\$ -	\$ 9,956,013.65	\$ 9,956,013.65	\$ -	\$ 27,027.59	\$ 27,027.59
Fixed Income Investments													
USTN - 91282C-LY-5	12/01/2024	11/30/2026	2,000,000.00	1.4500%	100.22	1.450%	2,004,335.94		100.593000	2,011,860.00	7,524.06	42,733.51	
USTN - 91282C-NK-3	06/30/2025	06/30/2025	1,000,000.00	1.4500%	99.57	1.450%	995,664.06		101.217000	1,012,170.00	16,505.94	16,216.02	
USTN - 91282C-DL-2	12/23/2024	11/30/2028	2,000,000.00	1.4500%	91.47	1.450%	1,829,453.13		94.360000	1,887,200.00	57,746.87	15,082.41	
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.450%	992,031.25		100.991000	1,009,910.00	17,878.75	18,469.94	
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	99.00	1.450%	990,039.07		102.104000	1,021,040.00	31,000.93	20,738.32	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	2,000,000.00	1.3875%	98.87	1.390%	1,977,304.69		100.717000	2,014,340.00	37,035.31	38,962.91	
USTN - 91282-CNE-7	05/31/2025	05/31/2027	1,000,000.00	3.8750%	100.20	3.875%	1,002,031.25		100.469000	1,004,890.00	2,858.75	19,481.45	
USTN - 91282-CNU-1	08/15/2025	08/15/2028	1,000,000.00	3.6250%	100.15	3.625%	1,001,484.38		100.354000	1,003,540.00	2,055.62	10,638.58	
USTN - 91282C-KY-6	06/30/2024	06/30/2026	2,000,000.00	1.5000%	100.63	1.500%	2,012,578.13		100.496000	2,009,820.00	(2,658.13)	38,709.23	
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.470%	1,015,117.19		103.787000	1,037,870.00	22,752.81	4,174.72	
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.460%	994,882.81		100.923000	1,009,230.00	14,347.19	2,044.19	
USTN - 91282C-LS-1	01/01/2024	12/31/2025	1,000,000.00	1.4250%	99.83	1.460%	998,281.25		100.034000	1,000,340.00	2,058.75	17,785.32	
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.500%	960,468.75		100.315000	1,003,150.00	42,681.25	6,074.86	
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.500%	976,601.56		101.889000	1,018,890.00	42,288.44	7,026.09	
USTN - 91282C-KH-3	04/01/2024	03/31/2026	2,000,000.00	1.5000%	99.72	1.500%	1,994,492.19		100.220000	2,004,400.00	9,907.81	15,329.66	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.500%	991,640.63		101.239000	1,012,390.00	20,749.37	5,810.43	
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.600%	984,804.69		99.834000	998,340.00	13,535.31	5,961.53	
USTN - 91282C-LP-4	09/30/2024	09/30/2026	2,000,000.00	3.5400%	99.55	3.540%	1,991,054.69		99.866000	1,997,320.00	6,265.31	11,923.07	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.900%	1,001,015.63		100.651000	1,006,510.00	5,494.37	5,003.43	
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.900%	1,027,968.75		102.800000	1,030,530.00	2,561.25	7,750.68	
			\$ 26,000,000.00		\$ 99.18		\$ 25,741,250.04	\$ -	\$ 2,012.86	\$ 26,093,640.00	\$ 352,389.96	\$ 309,916.35	
REPOS	11/30/2025	12/01/2025	0.00	0.000%	100.000000	0.000%	0.00	0.00	100.000000	0.00	0.00	0.00	0.00
OTHER (e)	11/01/2025	11/30/2025	100.000000										
Total			\$ 26,000,000.00				\$ 35,697,263.69	\$ -		\$ 36,049,653.65	\$ 352,389.96	\$ 336,943.94	\$ -

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

**CITY OF ST. CHARLES
 POOLED INVESTMENTS REPORT
 EXECUTIVE SUMMARY
 11/30/2025**

	<u>Amount</u>	<u>Pct</u>	<u>Max. Pct.</u>
<u>Investment Portfolio(Book Value):</u>			
Diversification Summary:			
U.S. Treasury Obligations	9,956,013.65	28%	100%
U.S. Government Agency Securities	25,741,250.04	72%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	<u>35,697,263.69</u>	<u>100%</u>	
Maturity Benchmarks:			
0 to 6 months	13,961,755.84	39%	
6 to 12 months	0.00	0%	
1 to 2 years	5,989,882.82	17%	
2 to 5 years	15,745,625.03	44%	
over 5 years	0.00	0%	
Maximum	10,647,000.00		
	<u>35,697,263.69</u>	<u>100%</u>	
U.S. Treasury & Overnight Repurchase Agreements	<u>9,956,013.65</u>	<u>28%</u>	min 5%

Interest Earnings Recap:

		<u>Current Year</u>	<u>Prior Year</u>
Interest Income:			
Earned - Year-to-Date		1,292,257.77	1,348,935.54
Realized - Year-to-Date		-	-
Total Outstanding Portfolio at:	11/30	<u>35,697,263.69</u>	<u>34,490,856.44</u>
Weighted Average Rate of Return:			
Current Month		<u>0.0000%</u>	<u>0.0000%</u>
Year-to-Date		0.0000%	0.0000%

Budget to Actual

		<u>Current Year</u>	<u>Prior Year</u>
Budgeted		300,000	100,000
Actual - Realized		-	-
Actual - Sweep	11/30	925,418	-
Projected		-	-
		<u>925,418</u>	<u>0</u>
Variance - Over (Under) Budget		<u>625,418</u>	<u>(100,000)</u>

Collateral Coverage:

Total Commerce Deposits	\$25,000,000.00	
FDIC Coverage	<u>(250,000.00)</u>	
Deposit Amount Requiring Collateralization	\$24,750,000.00	
Collateralization Ratio	1.10	
Collateral Required	<u>\$27,225,000.00</u>	
Market Value of Collateral at: 11/30	30,822,474.46	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral	<u>31,072,474.46</u>	
Excess of Collateral over Deposits - Aggregate	<u>\$6,072,474.46</u>	124%

Investment Activity for the Month:

Investment	Date of:		Coupon	Yield	Par Value	Purch. Price
	Purchase	Sale/Mat.				
<u>Purchases:</u>						
NONE						
<u>Maturities:</u>						
USTB	12/01/2024	11/28/2025	2.2500%	0.1830%	\$ 1,000,000.00	\$ 961,528.06
<u>Sales/Calls:</u>						
NONE						



To: Members of City Council

From: Finance

Date: January 6, 2026

Subject: November 2025 Over \$10K Transfers Report

The following budget transfers took place in November 2025:

- The Public Works Department transferred \$43,980.00 to Public Works Landfill Services from Contract Operator Expense to cover Champ Landfill expenses for the rest of the year.
- The Public Works Department transferred \$35,778.80 from Bangert Island Maintenance expense to Capital Machinery for the purchase of a new mower for Bangert Island maintenance.
- The Public Works Department transferred \$28,144.00 to Public Works Landscaping Services from Salt & Cylinders expense to cover Contemporary Landscape expenses for the rest of the year.
- The Public Works Department transferred \$13,493.00 to Public Works Sign/Lighting Supplies from Salt & Cylinders expense to cover street light electrical invoices for the remainder of the year.
- The Public Works Department transferred \$10,000.00 to Public Works Other Supplies from Concrete expense to cover a change purchase order for K&P Precast.
- The Public Works Department transferred \$5,000.00 from Vehicle Parts expense and \$5,000.00 from Vehicle Body Repairs to Public Works Rock/Stone for Rock and Stone invoices for the remainder of the year.



To: Members of City Council

From: Finance

Date: January 6, 2026

Subject: November 2025 Surplus Report

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

No items to report.



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Public Works	Department Contact:	MAURA ZACKAVEC
Vendor Name & NWS#:	#16078 - CHAMP LANDILL COMPANY LLC		
Description/Purpose:	2026 LANDFILL SERVICES		
Account #:	515-500-571-742006		
Project #:	N/A		
Amount of this Routing:	\$ 343,980.00	Requisition #:	TBD
Contract Type:	Contract Renewal	N/A	Coop#:
Contract Term:	01/01/2026 - 12/31/2026	Renewal Options:	2
If Renewal or Amendment: C#	23-303	Amendment #	Renewal # 2
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 343,980.00		

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: MAURA ZACKAVEC	Signature: <small>Signed by:</small> <i>Larry Penney</i> <small>C2612E8A7039080...</small>	12/12/2025
--	--	------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> <small>CA2B387B773142A...</small> 12/12/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> <small>25D50864387842C...</small> 12/12/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> <small>CF83E8A40BE40D...</small> 12/12/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> <small>3E05A81A58094AA...</small> 12/12/2025
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: 01/06/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): ALL

Description:

RENEW CONTRACT FOR 2026 LANDFILL SERVICES WITH CHAMP LANDFILL COMPANY

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request seeks approval from the City Council to renew the existing contract with Champ Landfill Services. This renewal represents the second of four allowable renewal periods outlined in the original agreement. Champ Landfill Services has continued to provide reliable and satisfactory disposal services, and renewal of the contract will allow for uninterrupted continuation of these essential services at the previously negotiated terms and conditions. Staff recommends approval of the second renewal term with Champ Landfill Services to ensure continuity of service and maintain operational efficiency for the City.

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

Fiscal Impact: 343,980.00 **Select One** TBD

Account #: 515-500-571-742006

Project #: N/A

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

**SECOND RENEWAL
CONTRACT C23-303**

Whereas, the City of Saint Charles, Missouri had entered into contract C23-303 with Champ Landfill Company, LLC on January 1, 2024; and

Whereas, Contract C23-303, and IFB #4685, 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 second renewal/third year of contract with Champ Landfill Company, LLC.

Now, therefore, it is agreed by and between the City of St. Charles, Missouri (hereinafter, the “City”) and Champ Landfill Company, LLC (hereinafter, the “Vendor”) as follows:

1. Contract C23-303 is hereby renewed for the term of January 1, 2026 through December 31, 2026.
2. The Second Renewal Contract Sum shall not exceed Three Hundred Forty-Three Thousand Nine Hundred Eighty Dollars (\$343,980.00).
3. All other terms of Contract C23-303 shall remain in full force and effect.

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

CHAMP LANDFILL COMPANY, LLC

CITY OF SAINT CHARLES, MISSOURI:

Signed by:

 1101AFC155A9422... 12/9/2025

 Date

 Daniel J. Borgmeyer Date
 Mayor

By: Mitch Stepro Landfill Sales

 (Print Name & Title)

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.

DocuSigned by:

 CSFB3E8A40BE40D... 12/12/2025

 Director of Finance Date

Certificate Of Completion

Envelope Id: 5B960612-CBFB-444C-81CA-DBC4C4774974

Status: Sent

Subject: Please DocuSign: Renewal 2 - Champ Landfill Company LLC- 2026 Landfill Services

Source Envelope:

Document Pages: 3

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 5

Maura Zackavec

AutoNav: Enabled

Comments: yes

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

maura.zackavec@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Maura Zackavec

Location: DocuSign

12/9/2025 9:55:49 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Mitch Stepro

mitch.stepro@wasteconnections.com

Landfill Sales

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Mitch Stepro
1101AFC155A942Z...

Sent: 12/9/2025 9:57:28 AM

Viewed: 12/9/2025 9:58:34 AM

Signed: 12/9/2025 10:00:11 AM

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Timestamp

Electronic Record and Signature Disclosure:

Accepted: 12/9/2025 9:58:34 AM

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Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication (None)

Signed by:

Larry Perney
C2B12E8A759A480...

Sent: 12/9/2025 10:00:13 AM

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Signed: 12/12/2025 9:15:59 AM

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: 12/12/2025 9:16:00 AM

Viewed: 12/12/2025 12:36:10 PM

Signed: 12/12/2025 12:37:59 PM

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:

Paul Feldmann
CA2B397B773142A...

Sent: 12/12/2025 12:38:01 PM

Viewed: 12/12/2025 12:45:05 PM

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Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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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
Using IP Address: 35.130.51.195

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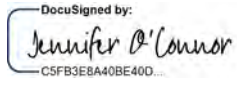
Holly Magdziarz
holly.magdziarz@stcharlescitymo.gov
City Attorney
City of Saint Charles, MO
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)


Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

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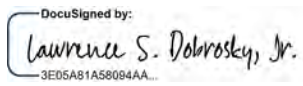
Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)


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

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Signed: 12/12/2025 2:19:58 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

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Viewed: 12/12/2025 3:14:01 PM
Signed: 12/12/2025 3:14:14 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: 12/12/2025 3:14:17 PM
Viewed: 12/16/2025 11:05:46 AM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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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: 12/12/2025 2:20:00 PM
Viewed: 12/12/2025 3:21:43 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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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
(YELLOW PAPER)
CONTRACTS EXCEEDING \$100,000.00**

Requesting Department:	Public Works	Department Contact:	MAURA ZACKAVEC
Vendor Name & NWS#:	#15100 - SWEENCO LLC		
Description/Purpose:	NEW TOWN VACUUM SYSTEM CANNISTER REPLACEMENTS		
Account #:	515-500-599-873199 - \$1,007,500.00 515-502-535-873107 - \$49,000.01		
Project #:	25PWSSS011		
Amount of this Routing:	\$ 1,056,500.01	Requisition #:	20250893
Contract Type:	Contract Renewal	N/A	Coop#:
Contract Term:	01/01/2026 - 12/31/2026	Renewal Options:	1
If Renewal or Amendment: C#	25-033	Amendment #	Renewal # 1
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 1,056,500.01		

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: LARRY PERNEY	Signature: <small>Signed by:</small> <i>Larry Perney</i>	12/11/2025
--	---	------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 12/12/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 12/12/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 12/12/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 12/12/2025
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: 01/06/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): ALL

Description:

Authorization to enter into a construction services contract with SweenCo LLC for the New Town Vacuum System Canister Replacements project in an amount not to exceed \$1,056,500.01.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Bids were opened on November 20, 2025 for the New Town Vacuum System Canister Replacement project. SweenCo was the only bidder at \$1,056,500.01. The contract has an option for one renewal in 2026. The current contract scope of work consists of full replacement of 23 canisters and installation of parts needed to connect the new wireless alarm system at 38 existing canisters.

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

Fiscal Impact: 1,056,500.01 **Select One** 20250893

Account #: 515-500-599-873199 - \$1,007,500.00
515-502-535-873107 - \$49,000.01

Project #: 25PWSSS011

RCA prepared by: MZG Dept. Dir. [initial] Finance Dir. [DS] Dir. of Admin. [DS]

CONTRACT AGREEMENT

This Contract Agreement, is made the date of the last signature below by and between **SweenCo, LLC**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work for **New Town Vacuum System Canister Replacements**, as outlined in Contractor's Response to Bid #4817, a copy of which is attached as Exhibit A.

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

ARTICLE 2. Time of Completion: All work shall be completed within 270 days of Notice to Proceed. If the Contractor fails to substantially complete the work in the allotted time period, or an extended time of completion which is mutually agreed upon by the Contractor and the Owner, the Contractor shall pay to the Owner not as penalty but as liquidated damages the sum of two hundred dollars (\$200.00) per day for each and every calendar day beyond the date on which completion was required. The City shall hold options to renew for an additional one-year term.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **One Million Fifty-Six Thousand Five Hundred Dollars and One Cent (\$1,056,500.01)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4. Payment: The Owner shall make payments on account of the Contract at the end of each calendar month. The Contractor shall certify and submit to the Owner, and estimate of the amount of fair value of the work done as a basis for partial payments. Five percent (5%) retainage will be deducted each month for a reserve by the City as partial guaranty of the faithful execution of the Contract by the Contractor up to an amount equal to five percent (5%) of the total contract sum stated in Article 3. The retainage will be paid to the Contractor upon substantial completion and acceptance of the work.

ARTICLE 5. Acceptance and Final Payment: Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Representative shall promptly make such inspection, and when the work is deemed acceptable under the Contract and the Contract fully performed, a final certificate with the City Representative's signature shall be issued, stating that the work provided for in this Contract has been completed and is accepted by the City's Representative under the terms and conditions thereof, and the entire balance found to be due the Contractor shall be paid to the Contractor within thirty (30) calendar days after the date of said final certificates.

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

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

CONTRACT AGREEMENT

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

ARTICLE 6. The Contract Documents: The information for and instruction to bidders, proposal, the bonds, and the specifications together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated. To the extent there is any conflict between the terms of this Contract and Contractor's response to the City's IFB No. 4817, the terms of this Contract shall control.

ARTICLE 7. Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage Order #32, must be paid to all workers performing work under the contract pursuant to Section 290.210, et. seq., RSMo. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

ARTICLE 8. Warranty: All labor and materials will be warranted for two (2) years from substantial completion of the project. Upon completion, the Contractor shall submit to the Owner a written two (2) year warranty.

ARTICLE 9. Laws and Ordinances: Contractor shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

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

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

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

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

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible

CONTRACT AGREEMENT

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

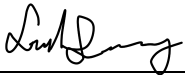
ARTICLE 10. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

ARTICLE 11. Nondiscrimination: Contractor agrees in the performance of this agreement that Contractor, and any subcontractor to the agreement, will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this agreement, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

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

SWEENCO, LLC:

CITY OF SAINT CHARLES, MISSOURI:



12/08/2025

Date

Daniel J. Borgmeyer
Mayor

Date

By: Sarah Sweeney- Owner
(Print Name & Title)

Corporate Attest (if applicable):

Attest:

By: _____ Date

City Clerk _____ Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

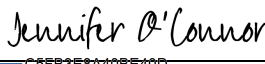
DocuSigned by:

C3FB3E8A40BE40D...
Director of Finance 12/12/2025
Date

EXHIBIT A



CITY OF SAINT CHARLES, MISSOURI

**INVITATION FOR BID
IFB 4817**

NOVEMBER 4, 2025

**Notice of Invitation for Bid (IFB)
2025 New Town Vacuum System Canister Replacements
for the City of St. Charles, Missouri**

The City of St. Charles, Missouri is accepting bids from qualified contractors to Removal and replacement of select vacuum sewer valve pits (canisters), upgrades to existing canisters, and all necessary appurtenances and surface restoration. Bids will be received until **2:00 p.m., City Time, on Thursday, November 20, 2025** at City Hall.

The submitting party acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different submitting parties or all items to a single submitter. In addition, the submitting party recognizes the right of the City to reject a bid if the submitter fails to furnish any required data required by the IFB, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any or all bids or parts thereof.

**INVITATION FOR BID
2025 New Town Vacuum System Canister Replacements**

I. Scope of Work

The City is requesting bids to Removal and replacement of select vacuum sewer valve pits (canisters), upgrades to existing canisters, and all necessary appurtenances and surface restoration.

Project work shall commence work within seven (7) calendar days after the date of written notice from the City to start work and shall complete all work within **270** calendar days after the expiration date of the seven (7) day period. The City shall hold options to renew for an additional one-year term.

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions wherever in conflict therewith.)

- A. Existing Utilities
- B. Examination of Existing Site Conditions at Project Site
- C. Vacuum Valve Pits (Canisters)
- D. Valve Pit and Pipe Bedding and Backfill
- E. Protection of Site and Clean Up
- F. Temporary Shoring & Dewatering
- G. Ground Restoration
- H. Notification / Coordination
- I. Traffic Control
- J. Disbarred Contractors
- K. Material Storage and Staging Area
- L. Alarm Upgrade Only Locations
- Appendix A Location Figures

A. EXISTING UTILITIES

1.0 Description. For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

Ameren Missouri
2100 Bluestone Drive
St. Charles, MO 63303
Daniel Giessmann
636.925.3206

AT&T
402 N. 3rd Street
St. Charles, MO 63301
Brian Puszkar
636-255-2108

Spire
6400 Graham Road
Berkley, MO 63134
Nick Eggert
636-330-5720

Charter Communications
815 Charter Commons
Town & Country, MO 63017
636-262-0395

City of Saint Charles Water Division

2871 Elm Point Industrial Drive

St. Charles, MO 63301

Dennis Kelley

636-949-3550 (Office)

Email:

dennis.kelley@stcharlescitymo.gov

City of Saint Charles Sewer Division

2871 Elm Point Industrial Drive

St. Charles, MO 63301

Mike Wodke

636-949-3235 (Office)

636-328-3967 (cell)

Email:

michael.wodke@stcharlescitymo.gov

Tree Lawn Irrigation

New Town General Assembly

3312-1 Rue Royale Street

St. Charles, MO 63301

Chris Bateman

314-581-3878

Utility Locates: 811

2.0 Unknown Conflicts of Existing Utility Facilities. The Contractor shall be aware there are numerous utilities present along the corridor in this contract. The City does not warrant that the preceding information or the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work. It is the inherent risk of the work under this contract that the Contractor may encounter these utilities above and/or below the ground or in the vicinity of any work area which may interfere with their operations. The Contractor expressly acknowledges and assumes this risk even though the nature and extent is unknown to both the Contractor and the City at the time of bidding and award of the contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the Contractor's work under this contract shall not be compensable.

2.1 It is the responsibility of the Contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities. The Contractor is responsible to plan and execute its sequence of work only in reliance on information obtained by it from utility companies.

2.2 The Contractor agrees that any effects of the presence of these utilities, their relocation, Contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The Contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The Contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the Contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

2.3 The Contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its

subcontractors operation. The Contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or its subcontractor’s operation.

3.0 Basis of Payment. Payment for all coordination with utility owners and potholing of utility facilities shall be at no direct pay. There will be no direct pay for compliance to the above specification.

B. EXAMINATION OF EXISTING SITE CONDITIONS AT PROJECT SITE

1.0 It is the responsibility of the Contractor to satisfy himself as to the conditions which will be encountered during the performance of the work. Examination of the job site is highly recommended before submittal of bids. Failure to do so will not be considered as grounds for additional compensation due to the unforeseen adverse conditions which may be encountered during the performance of the work.

2.0 The information provided below and in Appendix A for each location is based on that available at the time this document was prepared. The Contractor shall field-verify all dimensions prior to ordering materials. There will be no compensation for complying with this section.

Canister Replacements

Item No.	Location	Approximate Depth (feet)	Airvac Valve Pit Depth (feet)	Ground Cover
1	HSB-5 (A8-SANCAN-080) 3536 Barter Street	10.5	10	Concrete, Grass
2	HSB-6 (A8-SANCAN-081) 3528 Barter Street	10.2	10	Concrete, Grass
3	HSB-7 (A8-SANCAN-082) 3524 Barter Street	10.2	10	Concrete, Grass
4	H-23 (A7-SANCAN-026) 3646 Hempstead Street	10	10	Concrete, Grass
5	H-21 (A7-SANCAN-028) 3634 Hempstead Street	10.3	10	Concrete, Grass
6	H-20 (A7-SANCAN-036) 3626 Hempstead Street	10.3	10	Concrete, exposed aggregate concrete
7	H-19 (A8-SANCAN-001) 3622 Hempstead Street	10.2	10	Concrete, Grass
8	H-17 (A8-SANCAN-019) 3606 Hempstead Street	8.4	8	Concrete, Grass
9	H-16 (A8-SANCAN-020) 3602 Hempstead Street	9.5	10	Concrete, Grass
10	H-15 (A8-SANCAN-021) 3598 Hempstead Street	10	10	Concrete, exposed aggregate concrete, grass
11	H-14 (A8-SANCAN-022) 3590 Hempstead Street	10.2	10	Concrete, Grass

12	H-13 (A8-SANCAN-023) 3552 Hempstead Street	12.7	10	Concrete, exposed aggregate concrete, grass
13	H-12 (A8-SANCAN-024) 3544 Hempstead Street	9.4	10	Concrete, exposed aggregate concrete, grass
14	H-11 (A8-SANCAN-025) 3532 Hempstead Street	8.6	8	Concrete, Grass
15	H-10 (A8-SANCAN-051) 3524 Hempstead Street	10.4	10	Concrete, Grass
16	NM-1 (A7-SANCAN-029) 3318 N Mester Street	10	10	Concrete, Grass
17	NM-2 (A7-SANCAN-030) 3312 N Mester Street	7	6	Grass, Concrete
18	NM-3 (A7-SANCAN-031) 3308 N Mester Street	7.2	6	Grass, Concrete
19	NM-4 (A7-SANCAN-034) 3315 N Mester Street	6.2	6	Grass, Concrete
20	NM-5 (A7-SANCAN-035) 3311 N Mester Street	6	6	Grass, Concrete
21	NM-6 (A7-SANCAN-032) 3304 N Mester Street	9.8	10	Concrete, Grass
22	NM-7 (A7-SANCAN-033) 3300 N Mester Street	9.4	10	Concrete, Grass
23	A-AV2 (A7-SANCAN-048) 3717 Arpent Street	8	8	Landscape rock, exposed aggregate concrete

Alarm Upgrades Only

Location	Ground Cover
H-24 (A7-SANCAN-016) 3650 Hempstead Street	Concrete, Grass
NC2-1 (A7-SANCAN-010) 3343 N Canal Way	Grass, Concrete
NC2-2 (A7-SANCAN-011) 3331 N Canal Way	Concrete, Grass
NC2-3 (A7-SANCAN-012) 3323 N Canal Way	Concrete, Grass
NC2-4 (A7-SANCAN-013) 3311 N Canal Way	Grass, Concrete
NC2-5 (A7-SANCAN-014) 3303 N Canal Way	Concrete, Grass
NC-1 (A7-SANCAN-017) 3324 Canal Street	Concrete, Grass
NC-2 (A7-SANCAN-018) 3316 Canal Street	Concrete, Grass
NC-3 (A7-SANCAN-019) 3308 Canal Street	Concrete, Grass

NC-4 (A7-SANCAN-020) 3300 Canal Street	Concrete, Grass
NC-6 (A7-SANCAN-022) 3672 N New Town Avenue	Concrete, Grass
NC-7 (A7-SANCAN-023) 3696 N New Town Avenue	Concrete, Grass
NNT-1 (A7-SANCAN-025) 3636 N New Town Avenue	Concrete, Grass
NNT-2 (A7-SANCAN-024) 3624 N New Town Avenue	Concrete, Grass
SNT-2 (A7-SANCAN-067) 3623 S New Town Avenue	Concrete, Grass
HST-3 (A8-SANCAN-067) 3521 Tarn Street	Concrete, Grass
HST-4 (A8-SANCAN-068) 3529 Tarn Street	Concrete, Grass
HST-5 (A8-SANCAN-069) 3537 Tarn Street	Concrete
HST-6 (A8-SANCAN-070) 3541 Tarn Street	Concrete, Grass
HST-7 (A8-SANCAN-071) 3549 Tarn Street	Concrete
HSB-8 (A8-SANCAN-083) 3520 Barter Street	Concrete, Grass
HSB-9 (A8-SANCAN-084) 3516 Barter Street	Concrete, Grass
HSB-10 (A8-SANCAN-085) 3512 Barter Street	Concrete, Grass
NCC-5 (A7-SANCAN-133) 3301 Domain Street	Concrete
A-18 (A8-SANCAN-003) 3533 New Town Lake Drive	Concrete, Grass
A-17 (A8-SANCAN-004) 3525 New Town Lake Drive	Concrete, Grass
PL-1 (B8-SANCAN-309) 3413 Simeon Bunker Street	Grass
PL-2 (B8-SANCAN-308) 3397 Simeon Bunker Street	Grass
PL-3 (B8-SANCAN-307) 3373 Simeon Bunker Street	Grass (Wood Fence)
PL-4 (B8-SANCAN-306) 3357 Simeon Bunker Street	Grass
PL-5 (B8-SANCAN-305) 3341 Simeon Bunker Street	Grass
PL-6 (B8-SANCAN-304) 3327 Simeon Bunker Street	Grass
SB-16 28 Simeon Bunker Place	Grass

SB-17 (A8-SANCAN-197) 5012 Barter Street	Concrete, Grass
SB-18 (A8-SANCAN-198) 5016 Barter Street	Concrete, Grass
SB-19 (A8-SANCAN-185) 5024 Barter Street	Concrete, Grass
SB-20 (A8-SANCAN-199) 5028 Barter Street	Concrete, Grass
SB-21 (A8-SANCAN-200) 5036 Barter Street	Concrete, Grass

C. VACUUM VALVE PITS (CANISTERS)

1.0 Description. Valve pits shall be Hybrid PE valve pit packages as manufactured by Airvac. The nominal depth of valve pits (6, 8 or 10 feet) shall be ordered for each location as shown in table above (see JSP B) and brought to match the existing surrounding grade using concrete grade adjustment rings.

The installation contractor shall purchase all vacuum valves, valve pits and associated equipment directly from the vacuum system manufacturer, with the exception of the gravity line stub-outs. Contractor shall be responsible for storage of all items.

2.0 Materials. All valve pit installations shall include the following components from the manufacturer:

- Hybrid PE Valve Pit (sump and pit cone)
- One-piece anti-buoyancy collar (1-inch thick PE sheet)
- 3” Vacuum Valve
- 3” pipe coupling
- HP Controller
- Suction and Sensor pipes
- Factory-supplied rubber grommets for all pipe openings
- Float assembly (N.C. Float Cable w/M12 High Level Switch with Monitoring Cable for use with LoRa Monitoring pit radio, Float Installation Fitting, ¾” NPT Cord Grip)
- 6” Air Terminal with mounting bracket
- Traffic-rated cast iron frame and cover (existing may be used if in good condition)

3.0 Installation. Valve pits and appurtenances shall be installed per manufacturer’s instructions.

3.1 Lateral Connections. The Contractor is responsible for field-cutting holes and supplying the house gravity line stub-outs (4” or 6”, Contractor to verify existing lateral size). This includes any pipe and fittings needed to align existing laterals to the valve pit sump openings. All pipe and fittings must be Schedule 40 or SDR 21 pressure rated PVC. Correction of misalignment with flexible couplings, such as those by Fernco, will only be allowed in certain cases with approval of the City. Factory-supplied grommets must be used for pipe connections into the sump. Airvac grommets are designed to accept Schedule 40 or SDR 21 pressure rated PVC pipe. The end that passes through the grommet must be beveled and shall not protrude inside the valve pit more than 4” +/- 1/8”. A stop ring made from a cut piece of PVC pipe glued 4” from the end of the gravity pipe should be used to prevent pipe from protruding

further into the pit. The Contractor shall maintain sanitary sewer services of properties connected to the valve pit at all times during construction.

3.2 Dedicated Air Intake. A dedicated 6” air intake shall be provided from the sump. The 6” pipe shall be connected to the valve pit sump at one of the 4 available sump openings, leaving 3 openings for lateral connections. For pits that require all 4 available lateral connections, the 6” air terminal may be installed above one of the gravity stubs. The intake pipe shall be Schedule 40 or SDR 21 PVC pipe, buried at least 4 inches deep, stubbed 12” above grade and covered with an air terminal. A slight fall in this piping from the air terminal to the valve pit is required.

3.3 Air Terminals. Air terminals shall be 1 piece molded PE air terminals by Airvac, standard color Sandstone, and shall be installed per the manufacturer’s recommendations. Air terminals should be installed within 20 feet of the canister and may be partially concealed or shielded by nearby landscaping as long as it remains accessible to Public Works crews. If limited space is available near the canister, the air terminal may be placed over an existing “candy cane” air vent, provided that it is close enough to the canister for the required float alarm to cable to reach. In this case the “candy cane” pipe may be trimmed down to accommodate the pedestal, but must remain open to the atmosphere (do not cap). The contractor shall contact a City representative to approve air terminal locations.

3.4 Existing Air Intakes. The Contractor shall locate the existing 4” air intake(s) on the customer line(s) connected to the valve pit, cut the “candy cane” above grade flush to the ground and install a solid (no vent holes) PVC cleanout cap. This must not be completed until after the dedicated air intake line has been installed and connected to the pit sump.

3.5 Conduit for Monitoring System. Contractor shall furnish and install a 2-inch PVC conduit pipe with sweeping bend fittings, extending from the upper section of the valve pit to the air terminal. To accommodate the conduit, the Contractor should drill a hole in the base of the air terminal, preferably at the opposite side of the door, however any of the four corners is acceptable. A hole shall also be cut in the upper cone section of the valve pit for the conduit and sealed around the pipe to prevent water intrusion. The conduit must be buried a minimum of 12 inches deep and extend 2 feet inside the air terminal. Minimal bends are to be used to allow for alarm cables to be fed through.

3.6 Connection to Vacuum Main. Connection to the existing vacuum main may be done using the Airvac-supplied flex hose or hard-piped using 3” Schedule 40 or SDR 21 Pipe and Schedule 40 fittings. Flexible (Fernco) couplings will not be acceptable for use in the vacuum connection.

3.7 Alarms. During construction, the existing alarm wire must be disconnected from the old valve pit and reconnected outside of the work area to ensure the rest of the alarm system continues to function. The Contractor shall cut holes in the upper section of the valve pit to accommodate the existing alarm wire and conduit and ensure the existing alarm is reconnected to the new pit. **Public Works personnel must be contacted prior to disconnecting the existing alarm.** Once the valve pit is installed and the alarm is ready for re-installation, the Contractor shall contact Public Works personnel for assistance in wiring and programming the alarm.

3.8 Grade Adjustment. The contractor shall not cut or modify the pit package to adjust to grade. Concrete grade adjustment rings properly sized for the upper section opening may be used. The interface between the upper section and the grade ring, and between grade rings, must be sealed to prevent water intrusion into the valve pit. Alternatively, PE pit extensions from Airvac may be used. The Airvac PE pit extensions are only available in 1-foot increments.

3.9 Existing Canister Components. The contractor shall contact Public Works personnel after existing pits are removed to allow them to salvage internal components prior to disposal. The contractor will be responsible for disposal of remaining canister and components.

4.0 Basis of Payment. All material, labor and equipment costs associated with providing a complete valve pit installation in accordance with this specification shall be included in the lump sum pay item for each canister. This shall include excavation and removal and disposal of existing canister and components.

D. VALVE PIT AND PIPE BEDDING AND BACKFILL

1.0 Bedding. All valve pits and piping shall be bedded in conformance with Standard Construction Specifications for Sewers and Drainage Facilities, 2023 version by the Metropolitan St. Louis Sewer District (MSD). Unless otherwise specified, compacted crushed limestone and screenings following MSD 1 bedding gradation shall be used from 4 inches below the bottom of the sump to 6 inches above the top of the lateral pipes.

2.0 Backfill. Under sidewalks and driveways, full depth compacted granular backfill shall be used. In grass or landscaped areas adjacent to sidewalks, granular backfill should be used to within two (2) feet of the surface. The granular backfill shall be MSD 3 and placed per MSD standard construction specifications.

In streets and alleys, a “diggable” flowable fill must be used from 2 inches above the vacuum line to the base of the pavement. Flowable fill material mix design shall consist of 75 pounds of cement, 3,700 pounds of sand, 18 gallons of water and 1 bag of flowable fill mixture per cubic yard of material. The Contractor shall submit a specific design mix from the selected material supplier.

3.0 Basis of Payment. Bedding and backfill shall be considered incidental to the project. There will be no separate payment for bedding or backfill.

E. PROTECTION OF SITE AND CLEAN UP

1.0 The Contractor shall protect all underground, ground level and overhead utilities from damage during the progress of the work. The Contractor shall remove all debris, broken or damaged equipment, and unused material or equipment upon completion of the work, and shall leave the premises in a neat and presentable condition equal or better to that prior to the start of the construction.

2.0 The Contractor shall take extra care during construction on private property. The Contractor

is responsible for the protection of all private property and any property which lies within his construction operations. Any damage to private property because of the Contractor's construction shall be paid for by the Contractor at no additional cost to the Owner.

3.0 The cost of cleanup operations shall be spread evenly throughout the bid items on the proposal. Clean up shall consist of removing all debris from the job site, including removal of excess dirt, concrete, pipe pieces, lumber scraps, paper cups, etc., left by the Contractor's forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations, including ground restoration, are completed. Debris shall not be discarded in the sewer or in trenches.

4.0 Any damage to items that are to remain shall be repaired by the Contractor to the satisfaction of the Owner, at the Contractor's expense.

5.0 The Contractor is responsible for identifying facilities for proper disposal of materials removed from the site and for transporting/hauling to those facilities. The Contractor may request permission from the City to deposit sewage at the Missouri River Wastewater Treatment Facility.

F. TEMPORARY SHORING & DEWATERING

1.0 Temporary Shoring. The Contractor is responsible for providing temporary shoring as necessary for installation of the valve pits and piping. There will be no separate payment for temporary shoring.

2.0 Dewatering. Dewatering of excavations may be required for this project. The Contractor shall:

- a. Control grading around excavations to prevent surface water from flowing into the excavation.
- b. Drain or pump surface and groundwater as required to continually maintain all excavations and trenches free of water or mud. Commence when water first appears and continue until work is complete to the extent that no damage will result from the presence of water.
- c. Discharge to approved drains or channels. Contractor shall obtain state or local permits for discharge if such are required. Water discharged to streams shall be free of sewage, silt and other objectionable materials. Discharge water so that the work in progress and other properties are not damaged. Do not interfere unduly with the use of streets, alleys, private drives or entrances.
- d. Use pumps of adequate capacity to ensure rapid drainage.
- e. Construct and use drainage channels and subdrains as required and restore to preconstruction conditions.
- f. Remove unsuitable excessively wet materials and replace with approved material.

3.0 Payment. No separate payment will be made for temporary shoring or dewatering.

G. GROUND RESTORATION

1.0 General. All disturbed ground surfaces shall be restored to pre-construction condition. Exposed aggregate and colored, stamped concrete surfaces shall be matched as close as practical.

2.0 Sodding. All disturbed lawns shall be sodded upon completion of construction. The Contractor shall furnish and place sod as described herein.

2.1 Sod shall be of the type of grass present prior to construction. The sod shall contain a growth of not more than 25 percent of other grasses and clovers, and be free of all weeds. The sod shall be cut in strips of uniform thickness with each strip containing at least 1/3 square yard and not more than one square yard. Sod shall be cut into strips, not less than 12 inches in width nor more than 9 feet in length. At the time of sod lifting, the top growth shall not exceed 3 inches in length. The thickness of the sod shall be determined by stacking ten pieces alternately with the soil of the first piece on the bottom. The height of the stack, without compression, shall exceed 11 inches and the thickness of the soil portion of each piece shall be not less than 3/4 inch. All sod shall conform to the laws of Missouri and shall be obtained from sources meeting the approval of the Department of Agriculture, Plant Industries Division.

2.2 Sod shall not be placed during a drought nor during the period from June 1 to September 1 unless authorized by the engineer, and shall not be placed on frozen ground. No dry or frozen sod shall be used.

2.3 The area to be sodded shall be fine graded to allow for proper drainage prior to placement of sod. The sodbed shall be in a firm but uncompacted condition with a relatively fine texture at the time of sodding. The sod bed and sod shall be moist. All sod shall be placed to produce tight joints. Sod strips shall be laid along contour lines, by hand, commencing at the base of the area to be sodded and working upward. The transverse joints of sod strips shall be broken, and the sod carefully laid to produce tight joints. The sod shall be firmed, watered, and re-firmed immediately after it is placed. The firming shall be accomplished by use of a lawn roller or tamper. Sod placed on slopes 3:1 or steeper and in the flow line of ditches shall be secured with metal clips or wooden pegs approximately 1/2 inch square by 12 inches in length, driven into the ground, leaving about 1/2 inch of the peg above sod, and spaced not more than 2 feet apart. Pegging of sod shall be done immediately after the sod has been firmed. When sodding is completed the sodded areas shall be cleared of loose sod, excess soil, or other foreign material, and a thin application of topsoil shall be scattered over the sod as a top dressing, and the areas thoroughly moistened.

2.4 The Contractor shall keep all sodded areas thoroughly moist for 45 days after laying. During this period the Contractor shall keep adequate moisture in the top 6 inches of soil to promote proper growth of the grass. No grass that is dead or in poor health shall be accepted by the City and the Contractor is responsible for replacement of dead or grass in poor health.

3.0 Pavement. Paved surfaces shall match existing as close as practical. Concrete sidewalks, curb and gutter, or streets/alleys must be repaired to the nearest joint. Sidewalks and street pavement shall be constructed in accordance with St. Louis County Standard Specifications

for Road and Bridge Construction, latest edition.

4.0 Basis of Payment. Payment for the above mentioned work will be considered incidental to the project and there will be no separate payment for ground restoration.

H. NOTIFICATION / COORDINATION

1.0 The Contractor must notify emergency services, local schools, bus services, and post office prior to closing streets and prior to commencing work. Any lane or road closures, or any subsequent change in the traffic configuration, the Contractor must notify the local police and fire departments and provide their work schedule.

2.0 The Contractor will also place a "Notification of Project" door hanger on the front door of each affected property owner at least five (5) days prior to the start of construction. The City can provide the door hanger on which the Contractor fills out the required fields.

3.0 The Contractor must notify the Public Work Sewer Division at least 12 hours prior to starting work. The Sewer Division must be notified of the location(s) (canister ID/address) where the Contractor will be working that day and when existing alarms will be disconnected.

4.0 The Contractor shall provide ingress/egress to all property owners at all times by whatever temporary means is available, except while pouring and curing concrete for driveways.

5.0 Contractor will maintain access for local trash and mail delivery services.

6.0 All materials, labor, and equipment required for conformance to this section shall be incidental to the contract.

I. TRAFFIC CONTROL

1.0 Description. All traffic control shall conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor shall provide any signage and barricades to provide proper warning as necessary for work, including for sidewalk closures. The Contractor shall notify the City at least 72 hours prior to roadway lane closures or shifting traffic onto detours. The City shall be notified as soon as practical of any postponement due to weather, materials or other circumstances. The Contractor must maintain access to all residential and commercial properties at all times unless otherwise agreed upon by the City or property owner in writing. At least one lane of traffic must remain open at all times unless otherwise approved by the City. At the end of the work day and when flaggers are not present, two lanes shall be open to traffic. Steel plates may be used temporarily if it allows the Contractor to maintain two lanes of traffic. Aggregate may be utilized to provide temporary access within the existing right of way and to provide sufficient working room adjacent to open trenches. Such aggregate may not be used for two-way traffic during nonworking hours. If work is suspended for more than 5 days, temporary asphalt pavement shall be placed.

2.0 Basis of Payment. Payment for the above mentioned work will be considered incidental to the project and there will be no separate pay item.

J. DISBARRED CONTRACTORS

1.0 Description. Pursuant to City of St. Charles Code of Ordinances Section 145.055, the following Contractors are currently disbarred by the City of St. Charles:

<u>Contractor</u>	<u>Debarment Period Start – End</u>
Fischer Grading, LLC	June 1, 2022 – June 1, 2027

During the debarment period, Disbarred Contractors will not be eligible to receive invitations for bids or requests for proposals or the award of any City construction contract. Disbarment is also applicable to entry into a contract as a joint venture, contractor, subcontractor, or consultant or subconsultant on City projects. Any bids received by disbarred contractors or with disbarred contractors listed as sub-contractors will be rejected.

2.0 Basis of Payment. This item will not be measured for payment.

K. MATERIAL STORAGE AND STAGING AREA

1.0 Description. During the period of time between notice to proceed and final completion, the Contractor will be required to store material necessary for completion of the project. The manner and location of stored materials shall be per manufacturer recommendations and approved by the City. The Contractor will be responsible for the stored material and any loss or damage which may result in this time period. The City will not take responsibility for the stored materials.

1.1 Valve pits may be stored outside. Suction and sensor pipes shall be stored in a manner that will keep them at ambient outdoor temperatures and out of the sunlight. Temporary shading as required to meet this requirement shall be provided. Boxes of grommets and valve pit O-ring seals shall be kept in a dry area. Vacuum valves with controllers and installation parts bags shall be kept in a dry area.

2.0 Payment. All costs associated with this item shall be included in the total contract bid price.

L. ALARM UPGRADE ONLY LOCATIONS

1.0 Description. At the locations identified herein, the contractor will be responsible for furnishing and installing conduit, air terminal, float & valve housing upgrade to existing Airvac valve pits. Air terminals are to be installed in accordance with JSP C Section 3.3. The dedicated 6” air intake will *not* be installed at these locations.

2.0 Materials. The conduit shall be per JSP C Section 3.5. An air terminal per JSP C Section 3.3 shall be included where the conduit is terminated. The float assembly shall be by Airvac and

consist of a 4" grommet, 3/4" cord grip, float installation fitting, and float cable. The vacuum valve lower housing switch upgrade kit shall be by Airvac.

3.0 Installation. Refer to JSP C Sections 3.3 and 3.5 for conduit and air terminal installation. The valve lower housing switch upgrade kit and float assembly shall be installed in accordance with manufacturer recommendations.

4.0 Payment. All material, labor and equipment costs associated with providing a complete installation in accordance with this specification shall be included in the unit price per each. All excavation, backfill, and surface restoration required shall be

II. Inquiries

Any questions related to the IFB shall be submitted to Paul Feldmann, Purchasing Manager, at paul.feldmann@stcharlescitemo.gov. In the event it is necessary to revise any portion of this IFB, addenda will be provided to all Vendors who received the original IFB via the City's website. If you received this IFB by means other than the bid system, addenda will be available on the City's website at: <https://www.stcharlescitemo.gov/bids.aspx>.

III. Pricing

In submitting this Bid, Bidder represents that:

1. Certificate of Independent Price Determination

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

2. Prices

- A. The price or prices specified in this quotation are firm and are not subject to contingency or reservation. Bidder represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than other quotes to his/her most favored customer taking into account the quantity specified for delivery. Further, the Bidder, by signing the Bid Form, certifies that he/she secured similar certification from each subcontractor or part supplier.

IV. Schedule of Activities

Release and advertisement of IFB:	November 4, 2025
Deadline for clarifying questions:	November 17, 2025 3:00 PM
Bid submission deadline:	November 20, 2025 2:00 PM

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V. Bid Submission

By signing the Bid Form, Bidder certifies that it will comply with all terms and conditions, scope of services and all other specifications of this IFB and any subsequent award or contract. The IFB and bid will become an integral part of the contract.

1. Sealed bids shall be submitted to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851**; prior to 2:00 p.m., City time, on Thursday, November 20, 2025.
2. Envelopes must be clearly marked on the outside, "**BID 4817**", with the date of the bid opening on the envelope.
3. Each bid shall be made on the attached Bid Form and must include all documents in this bid package, the signature of the owner or authorized officer of the Vendor submitting said bid, and the complete mailing address of said Vendor.
4. The bid opening will be on Thursday, November 20, 2025, at 2:00 p.m., City time, on the first floor at City Hall.
5. Bid tabulation sheets will be available online following the bid opening here: <https://www.stcharlescitemo.gov/Bids.aspx?CatID=showStatus&txtSort=Category&showAllBids=on&Status=open>
6. Vendors that submit a bid to the City of Saint Charles must accept/meet the terms and conditions included in this bid.
7. If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Vendor liable for any additional procurement costs.
8. Vendor shall be paid according to the amount quoted on the Bid Form. The Vendor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

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VI. Laws and Ordinances, Regulations, Licensing Fees

Bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Bidder shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Bidder or an affiliated business entity of the Bidder shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

Pursuant to Section 34.600 RSMo, as amended, Bidder, 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 Bidder has less than ten (10) employees.

Bidder acknowledges that the award of any City contract requires compliance with Section 208.009 R.S.Mo. which requires providing the City with affirmative proof that the person signing the contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the contract.

Bidder shall comply with Sections 285.525 through 285.550 R.S.Mo. regarding enrollment in a federal work authorization program. Notice and instructions for proposers are attached to this IFB.

Pursuant to Section 292.675 R.S.Mo., Bidder shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project. The Bidder will forfeit a penalty to the City of Saint Charles of \$2,500 plus an additional \$100 for each employee employed by the Bidder or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

The City of Saint Charles shall not be responsible for any fees, charges, money, etc. due, resulting from any service provided under the provision of this contract.

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 City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Bidder shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

VII. Assignment of Contract

Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval by the City.

VIII. Waiver

The City of Saint Charles reserves the right to reject any or all bids.

The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

IX. Termination of Contract

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

X. Method of Award

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

XI. Indemnification

Bidder shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this Invitation for Bid.

XII. Additional Information

All goods/services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected. Bidder shall clearly identify any deviations from the specifications in this IFB.

Bids are subject to the terms and conditions of this IFB, and the attached specifications for the purchase and installation of the requested goods/services. Bids must be submitted on all attached forms. Failure to do so will be considered basis for rejection.

XIII. Response Material Ownership

All responses, inquiries or correspondence relating to, or in reference to, this IFB, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the Bidders shall become the property of the City when received. The City shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this IFB. Selection or rejection of a bid shall not affect these rights.

XIV. Proprietary Information

All material submitted in response to this IFB will become public record and will be subject to inspection after a contract is executed or all bids are rejected. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include legal justification as to why the document is a closed record pursuant to the Missouri Open Records Law, Chapter 610 R.S.Mo. for the request and approval by the Purchasing Manager. The total bid, cost or pricing information will not be considered proprietary.

XV. Delivery

All deliveries shall be F.O.B. destination: Saint Charles City location unless otherwise stated.

XVI. Payment Terms

Payment terms shall be net thirty (30) days after delivery/installation unless otherwise stated.

XVII. Buy American Policy

On October 22, 1987, the City of Saint Charles enacted Ordinance No. 87-205 and adopted a "Buy American" policy that is codified as Code Section 145.080.B, which states: The City encourages the purchase of products manufactured, assembled or produced in the United States.

XVIII. Submission of Bids and Supplemental Materials

Bids shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the Purchasing Office. Submission or distribution by the Bidder of unsolicited supplemental materials to City employees or Officials may result in rejection of the bid.

XIX. Discrimination Policy

The City advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

XX. Non-Appropriation

Notwithstanding other terms to the contrary, the obligation of the City under the contract awarded shall cease immediately for a fiscal year in which the City Council does not, for any reason, appropriate funds for the contract or any of its renewals.

XXI. Insurance

The successful bidder must provide two (2) properly executed certificates of insurance prior to the signing of the contract with the City.

Liability Insurance:

The Bidder and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the Bidder or subcontractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the Bidder or subcontractor, their employees, agents or assigns.

The Bidder shall carry adequate public liability and property damage insurance for the joint and several benefit of the Bidder and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Bidder in protecting the City from damage or injury claims. The City shall have the right to require the Bidder to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the Bidder in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Bidder and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the Bidder's public liability and property damage insurance covering the work. The Bidder shall comply fully with the requirements of the Workmen's Compensation Act of the State Missouri and shall furnish evidence that the Bidder is insured thereunder.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

- a) Bidder's Bodily Injury Liability and Property Damage Liability Insurance:
 - 1) Injury or death of one person \$550,000
 - 2) Injury to more than one person
in a single accident \$3,500,000
 - 3) Property damage, per accident. \$3,500,000

- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
 - 1) Injury or death of one person \$550,000
 - 2) Injury to more than one person
in a single accident \$3,500,000
 - 3) Property damage, per accident. \$3,500,000

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

- 1. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.
- 2. The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.
- 3. The insurance evidenced by this certificate expressly includes person injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.
- 4. A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.
- 5. The City must be listed on all Certificates of Insurance as additional insured.
- 6. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

XXII. Missouri Prevailing Hourly Wage Rates

The proposal for this Contract shall be based upon the required payment by the Bidder for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.262, RSMo 1994. A schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and made a part of this Contract. Annual Wage Order #32.

Effective August 28, 2018, the provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the City for the total project is in the amount of \$75,000.00 or less. For any awarded bid in the amount of \$75,000.00 or less that becomes subject to a contract amendment that increases the total project cost in excess of \$75,000.00, the provisions of 290.210 to 290.340 shall apply only to that portion of the project that is in excess of \$75,000.00.

XXIII. Transient Employers

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

XXIV. Bid Security

Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the City of Saint Charles, Missouri as a guarantee that the bidder will execute a contract and furnish the required bond if the bid is accepted. Failure to submit bid bond will result in rejection of bid.

XXV. Performance & Payment Bonds

Per City Code of Ordinance Section 145.020, "On all contracts for public work of any kind to be performed for the City, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), every Bidder entering into contract with the City for any such public work shall execute therewith and file in the office of the City Clerk a bond, with good and sufficient sureties to be approved by the City Attorney, in an amount equal to the contract price for such work and conditioned among other things for the faithful performance of the contract, the payment of any and all materials incorporated, consumed or used in connection with the construction of such work and all insurance premiums, both for compensation and for all other kinds of insurance, on the work and for all labor performed in such work, whether by subcontractor or otherwise."

XXVI. Form of Contract

The Bidder shall enter into a contract that includes all of the representations and information submitted with the bid. This IFB document shall become an integral part of the contract between the City and the Bidder.

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 4817 and to all the conditions imposed herein, the undersigned offers and agrees to furnish all labor, material, equipment, supervision, delivery, removals, dumping, fuel surcharges, insurance, traffic control, safety items, and all other related items necessary for the removal and replacement of select vacuum sewer valve pits (canisters), upgrades to existing canisters, and all necessary appurtenances and surface restoration in accordance with the specifications attached herein at the following price(s):

2025

Item No.	Description	Units	Qty	Unit Price	Extension
1	Remove and Replace Valve Pit (Canister) – Depth <8 feet	EA	4	\$ 30,700.00	\$ 122,800.00
2	Remove and Replace Valve Pit (Canister) – Depth 8-10 feet	EA	3	\$ 33,266.67	\$ 99,800.01
3	Remove and Replace Valve Pit (Canister) – Depth ≥10 feet	EA	16	\$ 34,306.25	\$ 548,900.00
4	Alarm upgrades at existing canister	EA	38	\$ 7,500.00	\$ 285,000.00
TOTAL BASE BID(2025)					\$ 1,056,500.01
TOTAL BASE BID (WRITTEN)(2025)					
One million, fifty-six thousand, five hundred dollars and one cent					

ALTERNATE (2026)

Item No.	Description	Units	Qty	Unit Price	Extension
1	Remove and Replace Valve Pit (Canister) – Depth <8 feet	EA	4	\$ 33,742.50	\$ 134,970.00
2	Remove and Replace Valve Pit (Canister) – Depth 8-10 feet	EA	3	\$ 36,593.34	\$ 109,780.02
3	Remove and Replace Valve Pit (Canister) – Depth ≥10 feet	EA	16	\$ 37,736.88	\$ 603,790.08
4	Alarm upgrades at existing canister	EA	38	\$ 8,250.00	\$ 313,500.00
TOTAL BASE BID(2026)					\$ 1,162,040.10
TOTAL BASE BID (WRITTEN)(2026)					
One million, one hundred sixty-two thousand, forty dollars and ten cents					

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: SweenCo LLC

Street Address: 3722 Mueller Rd.

City/State/Zip Code: St. Charles, MO 63301

City of St. Charles business license number: 15312
(if located within city)

Last 4 Digits of FEIN or SSN: 2766

Telephone: 636-410-8253

Name: Sarah Sweeney Title: Owner

Signature:  Date: 11/10/25

Email Address: sarah@sweenco.com

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

Supplier for Canisters: Airvac, Inc., 4217 N. Old US Highway 31, Rochester, IN 46975

Supplier for Fittings and Pipe: Core and Main, 801 Pund Rd., O'Fallon, MO 63366

Supplier for Fittings and Pipe: Wholesale Plumbing, 110 Teduke Ct., St. Charles, MO 63301

Supplier for Sod: Schroeder Sod Farm, 4720 Aubuchon Rd., Hazelwood, MO 63042

Supplier for Concrete: Kienstra Ready Mix Concrete, 755 S. New Ballas, Ste. 150, St. Louis, MO 63141

Warranty for Equipment/Materials and Work:

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

(All remaining work will be done by the BIDDER with its own forces.)

REFERENCES

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

Company: City of St. Charles
Contact Person: Kierstyn Lorince
Phone: 636-949-3242
E-Mail: kierstyn.lorince@stcharlescitymo.gov

Company: Insituform
Contact Person: Mark Reeves
Phone: 314-409-7762
E-Mail: mwreeves@azuria.com

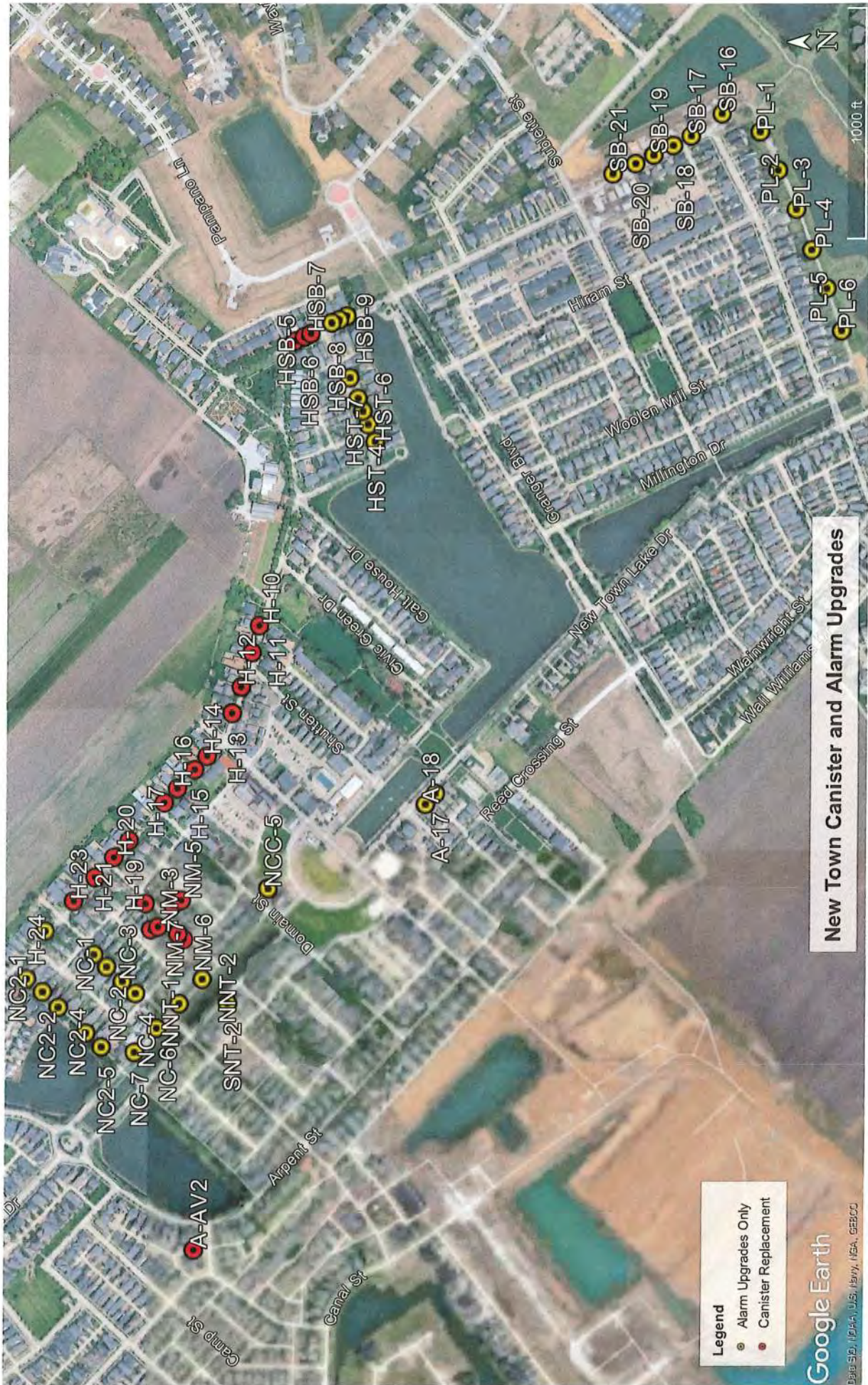
Company: Metropolitan St. Louis Sewer District
Contact Person: Tom Newport
Phone: _____
E-Mail: tnewport@stlmsd.com

Company: SAK
Contact Person: Matt Hirtz
Phone: 636-443-5353
E-Mail: mhirtz@sakcon.com

Company: Aarrow Boring
Contact Person: Rick Schmuck
Phone: 314-770-2673
E-Mail: aarrowboring@att.net

APPENDIX A

LOCATION FIGURES



HSB-5 (A8-SANCAN-080)

3536 Barter Street



HSB-6 (A8-SANCAN-081)

3528 Barter Street



HSB-7 (A8-SANCAN-082)

3524 Barter Street



H-23 (A7-SANCAN-026)

3646 Hempstead Street



H-21 (A7-SANCAN-028)

3634 Hempstead Street



H-20 (A7-SANCAN-036)

3626 Hempstead Street



H-19 (A8-SANCAN-001)

3622 Hempstead Street



H-17 (A8-SANCAN-019)

3606 Hempstead Street



H-16 (A8-SANCAN-020)

3602 Hempstead Street



H-15 (A8-SANCAN-021)

3598 Hempstead Street



H-14 (A8-SANCAN-022)

3590 Hempstead Street



H-13 (A8-SANCAN-023)

3552 Hempstead Street



H-12 (A8-SANCAN-024)

3544 Hempstead Street



H-11 (A8-SANCAN-025)

3532 Hempstead Street



H-10 (A8-SANCAN-051)

3524 Hempstead Street



NM-1 (A7-SANCAN-029)

3318 N Mester Street



NM-2 (A7-SANCAN-030)

3312 N Mester Street



NM-3 (A7-SANCAN-031)

3308 N Mester Street



Access to NM-2 & NM-3

From N Mester Street



NM-4 (A7-SANCAN-034)

3315 N Mester Street



NM-5 (A7-SANCAN-035)

3311 N Mester Street



Access to NM-4 & NM-5

From N Mester Street



NM-6 (A7-SANCAN-032)

3304 N Mester Street



NM-7 (A7-SANCAN-033)

3300 N Mester Street



A-AV2 (A7-SANCAN-048)

3717 Arpent Street



**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), “No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

“Business Entity” is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “business entity” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “business entity” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “business entity” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

Required Affidavit for Contracts Over \$5,000 (US) – Effective January 1, 2009, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that 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 Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program’s Memorandum of Understanding (MOU)).

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

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 Warren)

Before me, the undersigned Notary Public, Sarah Sweeney (Name)
personally appeared who is Owner (Title) of
SweenCo LLC (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)

Sarah Sweeney
Printed Name

Owner
Title

11/10/25
Date

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

My commission expires: 12/11/2027

[Signature] 11/10/25
Signature of Notary Date



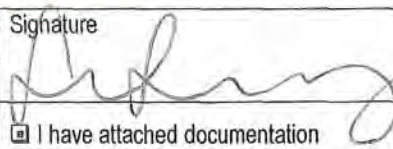
PROOF OF LAWFUL PRESENCE - 208.009 RSMO


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.

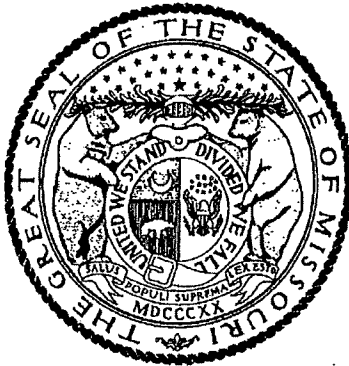
Business Name: SweenCo LLC			
Last Name	First	Initial	Maiden Name
Sweeney	Sarah	M	Schmuck
Address (Street Name & Number) 1 Twin Silos Court			
City	State	Zip Code	
St. Charles	MO	63301	
Date of Birth (MM/DD/YYYY) 09/21/1989		(Check all that apply to signer and company): <input checked="" type="checkbox"/> 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 11/10/25		
<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 Document: _____ Expiration: _____	Or	B - MO Driver's License Missouri Driver's License <input checked="" type="checkbox"/> Expiration: <u>9/21/2029</u>	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: Paul Feldmann	Date: 11/20/2025	
*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.				

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 092
ST. CHARLES COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
ST. CHARLES County

REPLACEMENT PAGE

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$70.26
Boilermaker	\$34.36*
Bricklayer-Stone Mason	\$66.22
Carpenter	\$67.04
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$61.20
Plasterer	
Communication Technician	\$65.69
Electrician (Inside Wireman)	\$77.76
Electrician Outside Lineman	\$85.14
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.36*
Glazier	\$69.06
Ironworker	\$73.29
Laborer	\$55.71
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$63.23
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$73.77
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$55.58
Plumber	\$80.24
Pipe Fitter	
Roofer	\$59.81
Sheet Metal Worker	\$75.88
Sprinkler Fitter	\$80.78
Truck Driver	\$34.36*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
 **The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$66.64
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$85.14
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$55.62
General Laborer	
Skilled Laborer	
Operating Engineer	\$73.57
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.64
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

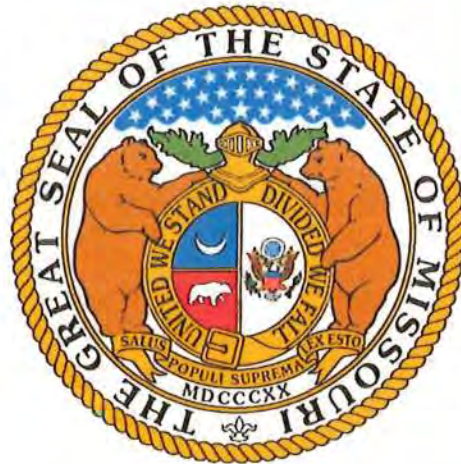
I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

SWEENCO LLC
LC001536456

was created under the laws of this State on the 24th day of April, 2017, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 22nd day of March, 2024.


Secretary of State



Certification Number: CERT-03222024-0037

AIA[®] Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
SweenCo LLC
3722 Mueller Rd.
St. Charles, MO 63301

SURETY:
(Name, legal status and principal place of business)
NGM Insurance Company
55 West Street
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)
City of Saint Charles
200 North 2nd Street
St. Charles, MO 63301

Mail Notices To:
The Main Street America Group
Attn: Bond Claims Department
PO Box 2056
Keene, NH 03431

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT: 4817 2025 New Town Vacuum System Canister Replacements

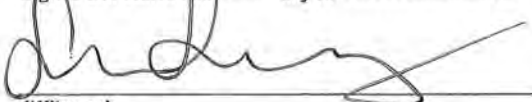
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of November, 2025


(Witness)

SweenCo LLC
(Principal)

(Seal)

(Title)


(Witness) Patrick O'Keefe, Witness

NGM Insurance Company
(Surety) 
(Title) Ashley Miller, Attorney-in-Fact





POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Amanda L. Williams, Andrea McCarthy, Andrew P. Thome, Ashley Miller, Dana A. Johnessee, Donna Robson, Michael D. Wiedemeier, Christina A. Culotta, Blake A. Messer, Braden Askew, Shandi Swederska**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. **No one bond to exceed Five Million Dollars (\$5,000,000)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer describe herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024

Mary J. Ripp

My Commission Expires February 8, 2027



I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 20th day of November, 2025.

Nathan Hoyt

Nathan Hoyt, Assistant Vice President





Company ID Number: 1293249

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and SweenCo LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 1293249

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 1293249

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 1293249

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1293249

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1293249

Approved by:

Employer SweenCo LLC	
Name (Please Type or Print) Sarah M Sweeney	Title
Signature Electronically Signed	Date 04/24/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/24/2018



Company ID Number: 1293249

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	SweenCo LLC
Company Facility Address	1196 Saale Rd West Alton, MO 63386
Company Alternate Address	
County or Parish	SAINT CHARLES
Employer Identification Number	821312766
North American Industry Classification Systems Code	221
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 1293249

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO 1



Company ID Number: 1293249

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Joseph L Sweeney
Phone Number 6366996882
Fax
Email sarah@sweenco.com

Name Sarah M Sweeney
Phone Number 6366996882
Fax
Email sarah@sweenco.com



Company ID Number: 1293249



This list represents the first 20 Program Administrators listed for this company.

Certificate Of Completion

Envelope Id: 844CFE00-A857-4209-8288-840F067B1CEE
Subject: Please DocuSign: NEW TOWN VACUUM SYSTEM CANNISTER REPLACEMENTS
Source Envelope:
Document Pages: 74
Certificate Pages: 3
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

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

Record Tracking

Status: Original
12/9/2025 10:13:29 AM

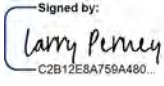
Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov

Location: DocuSign

Signer Events

Larry Perney
lawrence.perney@stcharlescitymo.gov
Asst. CA
SHI OBO City of St Charles
Security Level: Email, Account Authentication
(None)

Signature

Signed by:

C2B12E8A758A480...
Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Timestamp

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Signed: 12/11/2025 10:23:08 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Willie Hantack
William.Hantack@stcharlescitymo.gov
Audit & Accounting Manager
City of Saint Charles, MO
Signing Group: Senior Financial Analysts
Security Level: Email, Account Authentication
(None)


Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

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Viewed: 12/12/2025 12:41:33 PM
Signed: 12/12/2025 12:42:53 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:

CA2B397B73142A...
Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

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Signed: 12/12/2025 12:44:23 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: 12/12/2025 1:09:31 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)

DocuSigned by:
Holly Magdziarz
25D56664397942C...

Sent: 12/12/2025 1:09:35 PM
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Signed: 12/12/2025 1:55:56 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

DocuSigned by:
Jennifer O'Connor
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Signed: 12/12/2025 2:18:32 PM

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

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)

DocuSigned by:
Lawrence S. Dobrosky, Jr.
3ED5A81A58084AA...

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Viewed: 12/12/2025 3:14:32 PM
Signed: 12/12/2025 3:14:44 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)

Sent: 12/12/2025 3:14:46 PM
Viewed: 12/16/2025 2:10:11 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

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: 12/12/2025 2:18:35 PM
Viewed: 12/12/2025 3:20:45 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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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:	Public Works	Department Contact:	MAURA ZACKAVEC
Vendor Name & NWS#:	#11585 - LRL COMMERCIAL CLEANING INC.		
Description/Purpose:	2026 JANITORIAL SERVICES FOR CITY HALL, PUBLIC WORKS, AND SENIOR CENTER BUILDINGS.		
Account #:	100-500-551-742003 204-500-501-742003, 514-500-531-742003, AND 515-500-566-742003		
Project #:	N/A		
Amount of this Routing:	\$ 114,720.00	Requisition #:	20250897
Contract Type:	Contract Renewal	N/A	Coop#:
Contract Term:	01/01/2026 - 12/31/2026	Renewal Options:	1
If Renewal or Amendment: C#	25-033	Amendment #	Renewal # 1
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 114,720.00		

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: LARRY PERNEY	Signature: <small>Signed by:</small> <i>Larry Perney</i>	12/11/2025
--	---	------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 12/12/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 12/12/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 12/12/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 12/12/2025
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: 01/06/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): ALL

Description:

Authorization to Renew Janitorial Services for City Hall, Public Works, and Senior Center buildings for 2026.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Approval is requested to renew the 2026 janitorial services contract for City Hall, the Public Works facility, and the Senior Center. The contracted services provide essential daily cleaning and maintenance that support safe, sanitary, and well-maintained public buildings. The proposed renewal continues the current service level at a cost-effective rate and ensures uninterrupted janitorial coverage for all three facilities throughout the 2026 calendar year.

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

Fiscal Impact: 114,720.00 **Select One** 20250897

Account #: 100-500-551-742003
204-500-501-742003, 514-500-531-742003, AND 515-500-566-742003

Project #: N/A

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

**FIRST RENEWAL
CONTRACT C25-033**

Whereas, the City of Saint Charles, Missouri had entered into contract C25-033 with LRL Commercial Cleaning Inc. on February 12, 2025; and

Whereas, Contract C25-033, and Bid 4756, provided for renewal with the same supplier for no more than two (2) renewal periods not to exceed one (1) year each; and

Whereas, the City of Saint Charles, Missouri desires to enter into the first renewal/second year of contract with LRL Commercial Cleaning Inc.


Now, therefore, it is agreed by and between the City of St. Charles, Missouri (hereinafter, the "City") and LRL Commercial Cleaning Inc. (hereinafter, the "Vendor") as follows:

1. Contract C25-033 is hereby renewed for the term of January 1, 2026 through December 31, 2026.
2. The First Renewal Contract Sum shall not exceed One Hundred Fourteen Thousand Seven Hundred Twenty Dollars (\$114,720.00).
3. All other terms of Contract C25-033 shall remain in full force and effect.

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

LRL COMMERCIAL CLEANING INC.


CITY OF SAINT CHARLES, MISSOURI:



 Date

 Daniel J. Borgmeyer Date
 Mayor

By: Linda Lawson, President
(Print Name & Title)

Corporate Attest:


 By: Ken Betts, Director of Operations Date

Attest:

 City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:


 C5FB3E8A406E40D...
 Director of Finance Date

Certificate Of Completion

Envelope Id: DFE9DF40-D30A-4A48-966D-C70AC88B4FC0

Status: Sent

Subject: Please DocuSign: Renewal 1 - LRL Commercial Cleaning Inc. - 2026 JANITORIAL SERVICES

Source Envelope:

Document Pages: 3

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Maura Zackavec

AutoNav: Enabled

Comments: yes

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

maura.zackavec@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Maura Zackavec

Location: DocuSign

12/10/2025 9:11:49 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Signature

Timestamp

Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication (None)

Signed by:

Larry Perney
C2B12E8A758A480...

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Signed: 12/11/2025 11:41:44 AM

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
Willie Hantack

Sent: 12/11/2025 11:41:45 AM

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Signed: 12/12/2025 12:40:21 PM

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:

Paul Feldmann
CA2B397B773142A...

Sent: 12/12/2025 12:40:23 PM

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Signed: 12/12/2025 12:43:19 PM

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
Mary Ann Ohms

Sent: 12/12/2025 12:43:20 PM

Viewed: 12/12/2025 1:07:58 PM

Signed: 12/12/2025 1:08:15 PM

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**

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

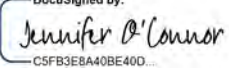
DocuSigned by:

 25D56664397942C...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

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 Signed: 12/12/2025 1:55:22 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

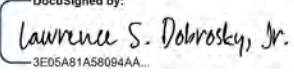
Jennifer O'Connor
 jennifer.oconnor@stcharlescitymo.gov
 Director of Finance
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 C5FB3E8A40BE40D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 35.130.51.195

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 Signed: 12/12/2025 2:17:54 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)

DocuSigned by:

 3ED5A81A58084AA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 35.130.51.195

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 Signed: 12/12/2025 3:15:14 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)

DocuSigned by:

 25D56664397942C...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

Sent: 12/12/2025 3:15:16 PM
 Viewed: 12/16/2025 2:14:04 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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


DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

Sent: 12/12/2025 3:15:16 PM
 Viewed: 12/16/2025 2:14:04 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

Sent: 12/12/2025 3:15:16 PM
 Viewed: 12/16/2025 2:14:04 PM

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)

DocuSigned by:

 25D56664397942C...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 35.130.51.195

Sent: 12/12/2025 3:15:16 PM
 Viewed: 12/16/2025 2:14:04 PM

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: 12/12/2025 2:17:57 PM
Viewed: 12/12/2025 3:19:29 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	12/10/2025 9:13:13 AM
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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:	Public Works	Department Contact:	MAURA ZACKAVEC
Vendor Name & NWS#:	#14341 - CORE & MAIN LP		
Description/Purpose:	2026 CONTRACT FOR WATER DISTRIBUTION SUPPLIES		
Account #:	514-500-534-766121		
Project #:	N/A		
Amount of this Routing:	\$ 300,000.00	Requisition #:	TBD
Contract Type:	Contract Renewal	N/A	Coop#:
Contract Term:	01/01/2026 - 12/31/2026	Renewal Options:	1
If Renewal or Amendment: C#	25-031	Amendment #	Renewal # 1
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 300,000.00		

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: MAURA ZACKAVEC	Signature: <small>Signed by:</small> <i>Larry Penney</i>	12/12/2025
--	---	------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 12/12/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 12/15/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 12/15/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 12/15/2025
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: 01/06/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): ALL

Description:

Renew Contract for 2026 Water Distribution Supplies with Core & Main.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Approval is requested to renew the annual contract for water distribution supplies for the 2026 calendar year. These materials—including piping, fittings, valves, and related components—are essential for maintaining and repairing the City’s water distribution system. Renewing the contract ensures continuity of supply, stable pricing, and the ability to respond promptly to system maintenance needs. The proposed renewal reflects competitive pricing and supports ongoing operational efficiency within the Water Division.

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

Fiscal Impact: 300,000.00 **Select One** TBD

Account #: 514-500-534-766121

Project #: N/A

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

**FIRST RENEWAL
CONTRACT C25-031**

Whereas, the City of Saint Charles, Missouri had entered into contract C25-031 with Core & Main, LP on February 2, 2025; and

Whereas, Contract C25-031, and Bid 4768, provided for renewal with the same supplier for no more than two (2) renewal periods not to exceed one (1) year each; and

Whereas, the City of Saint Charles, Missouri desires to enter into the first renewal/second year of contract with Core & Main, LP.


Now, therefore, it is agreed by and between the City of St. Charles, Missouri (hereinafter, the “City”) and Core & Main, LP (hereinafter, the “Vendor”) as follows:

1. Contract C25-031 is hereby renewed for the term of January 1, 2026 through December 31, 2026.
2. The First Renewal Contract Sum shall not exceed Three Hundred Thousand Dollars (\$300,000.00).
3. All other terms of Contract C25-031 shall remain in full force and effect.

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

CORE & MAIN, LP

CITY OF SAINT CHARLES, MISSOURI:

DocuSigned by:

 Randy Bradley 12/12/2025
F7DD3AF79F63480...

 Daniel J. Borgmeyer Date
 Mayor

By: Randy Bradley District Manager
 (Print Name & Title)

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.

DocuSigned by:

 Jennifer O'Connor 12/15/2025
C5FB3E8A40BE40D...
 Director of Finance Date

Certificate Of Completion

Envelope Id: 063A06B9-B955-48BB-B2BF-9A3F0E603F71

Status: Sent

Subject: Please DocuSign: RENEWAL 1 - CORE & MAIN - 2026 WATER DIST. SUPPLIES

Source Envelope:

Document Pages: 3

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 5

Maura Zackavec

AutoNav: Enabled

Comments: yes

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

maura.zackavec@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Maura Zackavec

Location: DocuSign

12/9/2025 7:59:48 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Signature

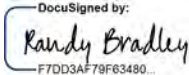
Timestamp

Randy Bradley

Randy.bradley@coreandmain.com

District Manager

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 170.85.7.80

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Viewed: 12/12/2025 9:21:09 AM

Signed: 12/12/2025 9:21:35 AM

Electronic Record and Signature Disclosure:

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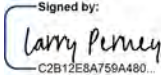
Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication (None)

Signed by:

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

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Viewed: 12/12/2025 9:35:29 AM

Signed: 12/12/2025 9:36:03 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)

DS


Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

Sent: 12/12/2025 9:36:05 AM

Viewed: 12/12/2025 12:34:11 PM

Signed: 12/12/2025 12:35:51 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)

Signed by:

CA2B397B773142A...

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

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Viewed: 12/12/2025 12:45:46 PM


Signed: 12/12/2025 12:45:52 PM

Electronic Record and Signature Disclosure:

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

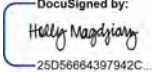
Mary Ann Ohms
maryann.ohms@stcharlescitymo.gov
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)


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

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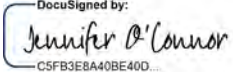
Holly Magdziarz
holly.magdziarz@stcharlescitymo.gov
City Attorney
City of Saint Charles, MO
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)


Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

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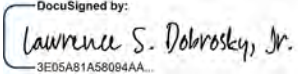
Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)


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

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Viewed: 12/15/2025 10:49:27 AM
Signed: 12/15/2025 10:49:45 AM

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

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Viewed: 12/15/2025 11:22:47 AM
Signed: 12/15/2025 11:23:00 AM

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

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

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Viewed: 12/16/2025 4:13:52 PM

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:
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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: 12/15/2025 10:49:48 AM
Viewed: 12/15/2025 1:03:36 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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Electronic Record and Signature Disclosure
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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.

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.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 7

Sponsor(s): N.A.

Description:

Case No. SUB-2025-03. (Tempest Properties) A Preliminary Plat application to subdivide the existing undeveloped parcel located at 3601 Huster Road into two (2) lots. The property is zoned I-1/WHP Light Industrial District and is located within the Wellhead Protection District. The subject property is approximately 42 acres and is located in Ward 7.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The applicant is requesting approval of a Preliminary Plat to subdivide the existing undeveloped parcel located at 3601 Huster Road into two (2) lots: Lot 1 (12.62 acres) and Lot 2 (29.54 acres). The purpose of this request is to facilitate the future sale of a portion of the property (proposed Lot 2). No end users or specific development proposals have been identified at this time by the applicant nor is required for lot subdivision. When a future use or user is identified, the developer of that parcel will be required to submit all necessary applications (e.g., site plan, improvement plans, etc.), as applicable, for separate review and consideration by the City.

The Planning and Zoning Commission considered this item at their November 10, 2025 meeting. The Commission forwarded a recommendation for approval to the City Council (9 in favor, 0 opposed).

This application was originally expected to be considered at the December 2, 2025 City Council meeting; however, the applicant requested to table until the January 6, 2026 Council meeting.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

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



AGENDA ITEMS #4

**STAFF REPORT
PRELIMINARY PLAT
CASE NO. SUB-2025-03
HUSTER INDUSTRIAL CENTER**

**NOVEMBER 10, 2025
BY LARA BERRY**

APPLICANT/OWNER: Tom Glosier
Tempest Properties
3032 Sawyer Boulevard
St. Charles, Missouri 63301

ADDRESS/LOCATION: 3601 Huster Road
Ward 7

ACREAGE: 42.175 Acres

PROPOSED ZONING: I-2/WHP Heavy Industrial District and within the Wellhead Protection District

REQUEST: Subdivide into two (2) lots.

REQUEST

The applicant is requesting approval of a Preliminary Plat to subdivide the existing undeveloped parcel located at 3601 Huster Road into two (2) lots: Lot 1 (12.62 acres) and Lot 2 (29.54 acres). The property is zoned I-2/WHP Heavy Industrial District and is located within the Wellhead Protection District. The purpose of this request is to facilitate the future sale of a portion of the property (proposed Lot 2). No end users or specific development proposals have been identified at this time by the applicant nor is required for lot subdivision. The only active permits associated with the site are a previously approved Grading/Fill Permit and Floodplain Development Permit for site preparation activities (fill). This request does **not** include any rezoning, conditional use, or site plan applications.

ANALYSIS

The Planning & Zoning Commission typically reviews Preliminary Plats that include proposed road access, building placements, and other site development details. These elements are generally provided when a plat is submitted in conjunction with a specific development proposal. In this case, as previously noted, no development is proposed at this time; the intent of this plat is solely to subdivide the property to allow for the potential future sale of one of the lots. In order to subdivide this lot, a Preliminary Plat is first required prior to the review of a Final Plat which is eventually recorded to officially subdivide the lot.

As proposed, each lot will function independently and will need its own access to Huster Road,

separate sewer and water connections, and independent stormwater management controls. When a future use or user is identified, the developer of that parcel will be required to submit all necessary applications (e.g., site plan, improvement plans, etc.), as applicable, for separate review and consideration by the City.

The I-2 Heavy Industrial District requires a minimum lot size of one (1) acre, and both proposed lots exceed this standard. Given the absence of a development proposal, the focus of this review is limited to verifying that the proposed lot configuration meets the design standards of the district. Because the property lies within the Wellhead Protection Overlay District, a condition has been included to ensure compliance with the applicable provisions of the Wellhead Protection ordinance also providing clear communication via the plat to any future owner. No development is proposed at this time, and any future construction or use of the site will require separate review and approval by the City.

Approval of a Preliminary Plat does not authorize construction or development activity. Rather, it serves as a conceptual plan illustrating the feasibility of the proposed lot configuration and its compliance with applicable zoning and subdivision standards. As proposed, the preliminary plat is compliant with all applicable City Codes.

STAFF RECOMMENDATION

After review of the request against the City's Zoning Ordinance, Subdivision Ordinance, the Wellhead Protection District Ordinance, Comprehensive Plan, and area development patterns, staff believes the requested subdivision is appropriate and is compatible with the land use patterns and zoning of the surrounding area. The Department of Community Development recommends that the Preliminary Plat request be forwarded to the City Council with a **favorable** recommendation with the following conditions:

- 1) This Preliminary Plat does not authorize construction or development. All future improvements must comply with the City's Zoning Ordinance, Subdivision Ordinance, and other applicable regulations at the time of submission.
- 2) All future development on either lot shall comply with the Wellhead Protection District requirements and any associated environmental regulations.

Recommended Motion:

Motion to forward a recommendation of approval to the City Council for application SUB-2025-03, as conditioned.



Figure 1: Aerial Photo of the Subject Property



September 17, 2025

Jessica Hargrave
Bax Engineering Co., Inc.
221 Point West Blvd.
St. Charles, MO 63301

Dear Jessica Hargrave:

The St. Charles County Planning and Zoning Division has approved the subdivision name of **Huster Industrial Center**, located at Parcel Account Number: 946980A000, in the City of St. Charles of St. Charles County, MO.

This approval is applicable only to the approval of the subdivision name and does not eliminate the need to obtain plat approval from the governing jurisdiction.

If you have any questions, please advise.

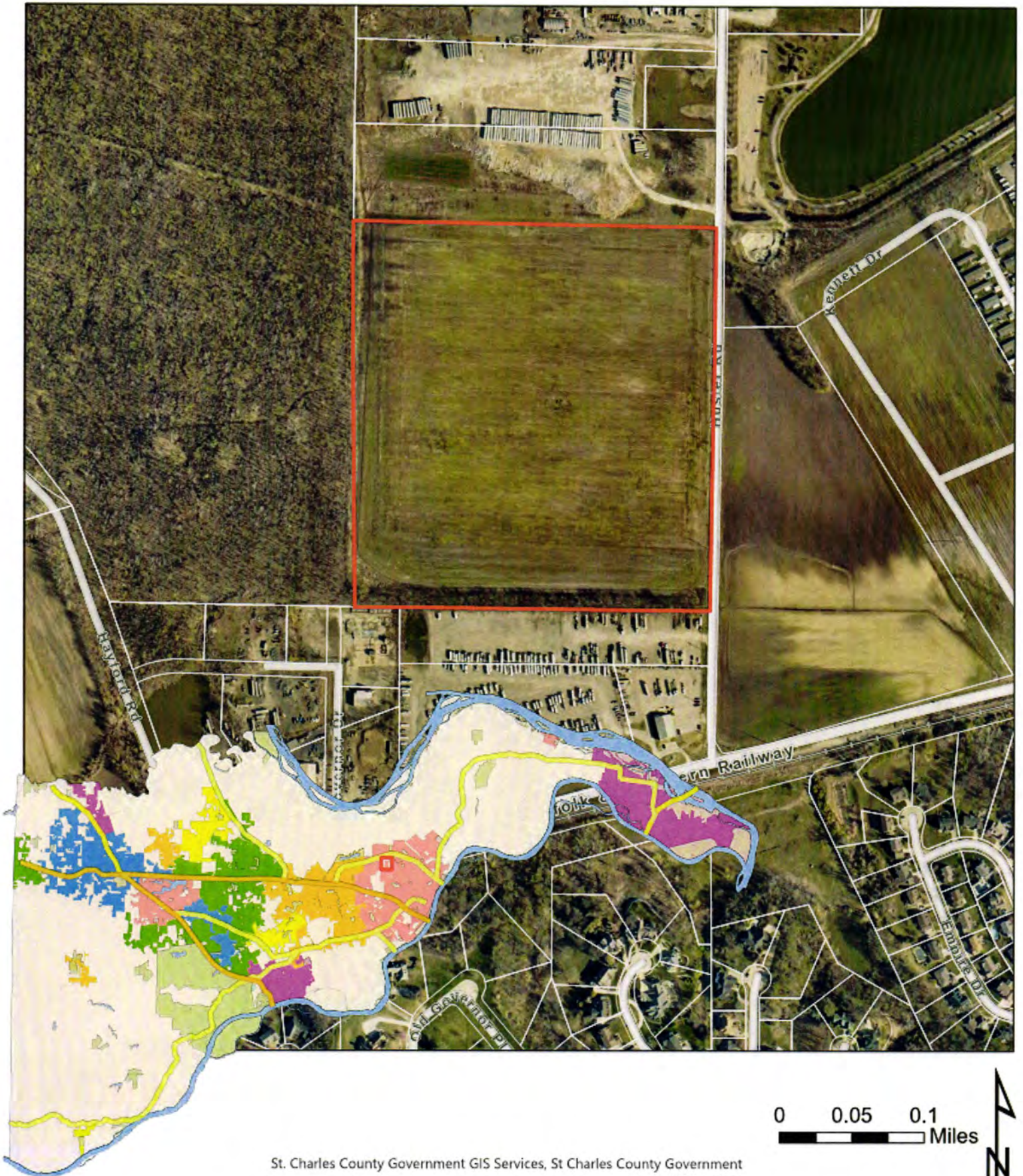
Sincerely,

A handwritten signature in blue ink that reads "Robert A. Myers".

Robert Myers, AICP
Director, Planning and Zoning

cc: sccec_addressing@sccmo.org

Parcel Location Map



A PRELIMINARY PLAT FOR HUSTER INDUSTRIAL CENTER

A TRACT OF LAND BEING
PART OF U.S. SURVEY 205
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF ST. CHARLES
ST. CHARLES COUNTY, MISSOURI

LAND DESCRIPTION:
A TRACT OF LAND BEING ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CORNER WITH CROSS MARKS IN THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, TOWNSHIP 47 NORTH, RANGE 4 EAST, THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, SOUTH 89 DEGREES 55 MINUTES WEST 1317.45 FEET TO THE WEST LINE OF SAID FRACTIONAL SECTION 23, SAID POINT ALSO BEING ON THE WEST LINE OF RIGHT-OF-WAY LINE OF HUSTER ROAD (40 FEET WIDE), THENCE ALONG SAID WEST LINE OF HUSTER ROAD (40 FEET WIDE), THENCE ALONG SAID WEST LINE OF HUSTER ROAD (40 FEET WIDE) TO THE EAST-WEST CENTERLINE OF SAID FRACTIONAL SECTION 23, THENCE ALONG SAID EAST-WEST CENTERLINE OF FRACTIONAL SECTION 23, NORTH 89 DEGREES 55 MINUTES WEST 1317.45 FEET TO THE WEST LINE OF SAID FRACTIONAL SECTION 23, THENCE ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, NORTH 01 DEGREE 04 MINUTES 53 SECONDS EAST 1,364.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 42.175 ACRES

A PRELIMINARY PLAT FOR
HUSTER INDUSTRIAL CENTER
#3601 HUSTER ROAD
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301
PREPARED FOR:
TREST PROPERTIES
2022 SAYER BOULEVARD
ST. CHARLES, MO 63301
314-267-0534



**ENGINEERING
PLANNING
SURVEYING**
221 Point View Bldg.
St. Charles, MO 63301
636-928-0638
743 898-1718

Box Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering 800650
Missouri State Certificate of Authority
Surveying 800244

10/09/25	CITY COMMENTS
10/15/25	CITY COMMENTS

REGULATIONS OF RESPONSIBILITY
I hereby declare my responsibility for all other drawings, specifications, estimates, instruments relating to or intended to be used for any part of the project or survey or engineering project or survey or other than those authorized by my seal.



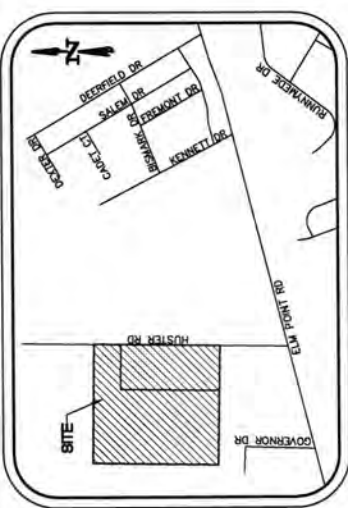
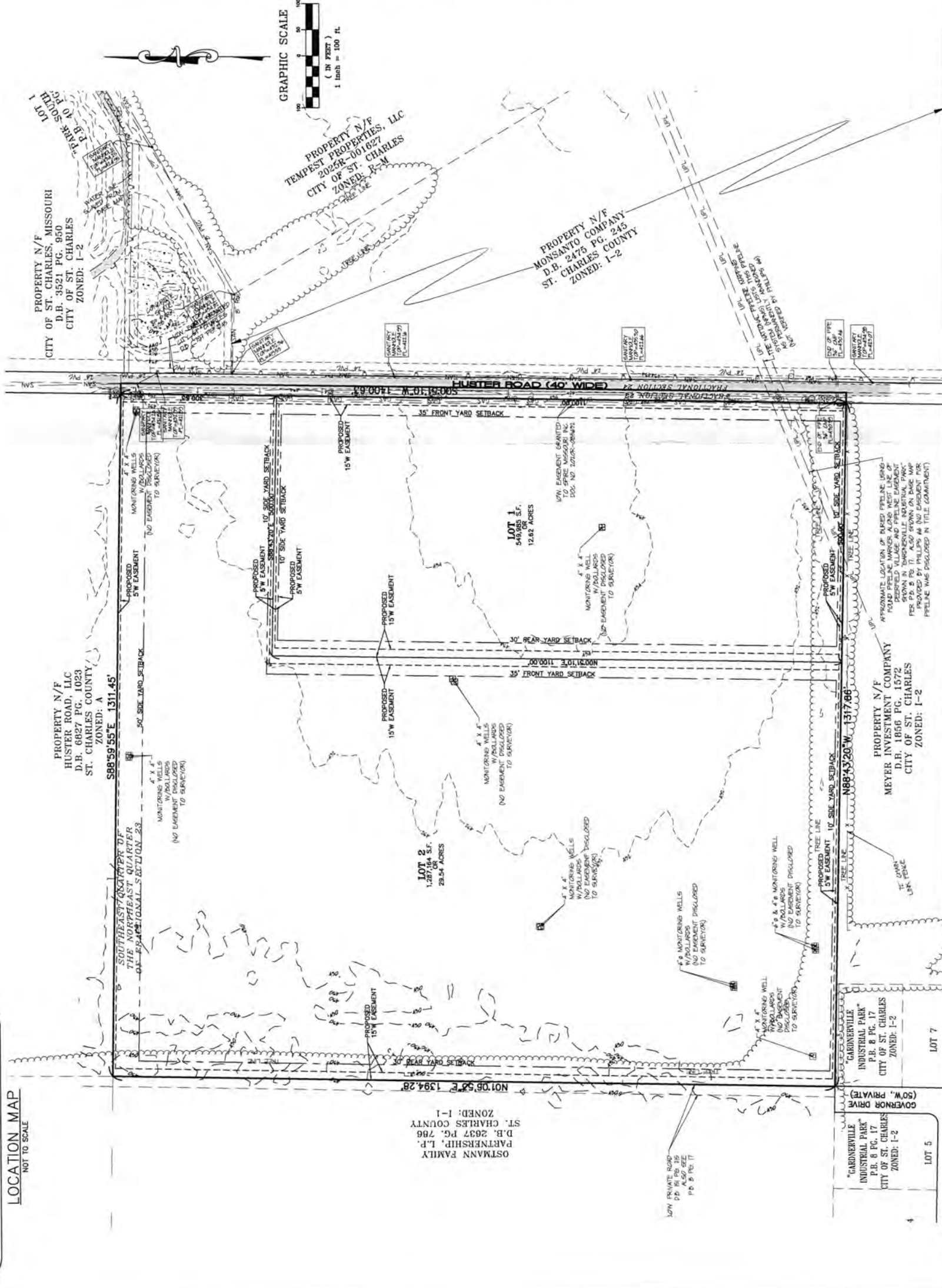
09/15/2025
DATE
23-19043A
PROJECT NUMBER
19043APRE.DWG
FILE NAME
CLM
DRAWN
JBS
DESIGNED
JBS
CHECKED

PRELIMINARY
PLAT

1 of 1

DEVELOPMENT NOTES:

- TOTAL GROSS AREA OF TRACT: 42.175 ACRES
- EXISTING ZONING: "M-2" HEAVY INDUSTRIAL WITH "M-2" WELLS PROTECTION DISTRICT OVERLAY (CITY OF ST. CHARLES)
- PROPOSED LOTS: 2 LOTS
- OWNER/DEVELOPER OF PROPERTY: TEMPEST PROPERTIES, LLC 20225R-001627 ST. CHARLES, MO 63301
- THIS PROPERTY IS SERVED BY THE FOLLOWING UTILITY COMPANIES:
AMERICAN ELECTRIC 636-925-3208
CITY OF ST. CHARLES WATER 636-715-0162
CITY OF ST. CHARLES SANITARY 636-715-0162
CITY OF ST. CHARLES FIRE 636-715-0162
ORCHARD FARM DISTRICT 636-948-3387
636-925-5400
- ZONING SETBACK REQUIREMENTS:
FRONT YARD: 35' EXCEPT 30' ADJOINING STREET FROM RESIDENTIAL
SIDE YARD: RESIDENTIAL 10' ADJOINING COMMERCIAL & 50' ADJOINING
REAR YARD: 0' EXCEPT 30' ADJOINING COMMERCIAL & 50' ADJOINING
RESIDENTIAL
MINIMUM LOT WIDTH: 150'
MINIMUM LOT DEPTH: 200'
MINIMUM LOT AREA = 1 ACRE
- ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS (COMMUNITY - PANEL NUMBER 2918302020H, DATED MARCH 9, 2021), THIS TRACT LIES WITHIN ZONE "AE" (AREAS DETERMINED TO BE WITH BASE FLOOD ELEVATION (BFE) OR DEPTH).
- UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY SHOWN OR NOT SHOWN ON THESE PLANS. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION IMPROVEMENTS.
- ALL PROPOSED UTILITIES SHALL BE LOCATED UNDERGROUND.
- EASEMENTS WILL BE PROVIDED ON RECORD PLAT.
- BOUNDARY AND TOPOGRAPHIC SURVEY AS COMPILED BY BAX ENGINEERING IN NOVEMBER, 2023.
- MINIMUM LOT AREA PROPOSED = 549,885 S.F. OR 12.82 ACRES
- LOTS WILL BE SERVED BY CITY OF ST. CHARLES WATER DISTRICT.
- LOTS WILL BE SERVED BY CITY OF ST. CHARLES SEWER DISTRICT.
- SHADED PROPERTY SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF CITY CODE SECTION 400.320 "MHP" WELLS PROTECTION DISTRICT.
- TREE PRESERVATION:
EX. TREES = 3.23 ACRES
TREES TO BE REMOVED = 0 ACRES
TREES TO REMAIN = 3.23 ACRES



LOCATION MAP
NOT TO SCALE

PROPERTY N/F
MEYER INVESTMENT COMPANY
D.B. 1856 PG. 1572
CITY OF ST. CHARLES
ZONED: 1-2

PROPERTY N/F
HUSTER ROAD, LLC
D.B. 6827 PG. 1029
ST. CHARLES COUNTY
ZONED: A

PROPERTY N/F
POSTMANN FAMILY PARTNERSHIP, L.P.
D.B. 2637 PG. 786
ST. CHARLES COUNTY
ZONED: 1-1

PROPERTY N/F
GARDENVILLE INDUSTRIAL PARK
P.B. 8 PG. 17
CITY OF ST. CHARLES
ZONED: 1-2

PROPERTY N/F
GARDENVILLE INDUSTRIAL PARK
P.B. 8 PG. 17
CITY OF ST. CHARLES
ZONED: 1-2

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): D Ho, M. Hollander, Ratchford, Mitchell, Foust, Gould, Galba

Description:

A RESOLUTION OPPOSING MISSOURI LEGISLATIVE PROPOSALS TO ELIMINATE THE TRADITIONAL APRIL MUNICIPAL ELECTION AND MOVE MUNICIPAL ELECTIONS TO THE NOVEMBER GENERAL ELECTION DATE.

*Haberstrom
S. Hollander*

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Multiple bills have been introduced in recent Missouri legislative sessions—including but not limited to SB 1152 (2025), HB 1613 (2025), and SB 839 (2025)— which have proposed eliminating the April municipal election and consolidating local elections with the November general election. The Resolution formalizes the City's opposition to such proposals in order to maintain the dedicated voter attention, community-focused engagement, and operational continuity supported by April municipal elections.

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

Fiscal Impact: \$ 0.00 N/A

Account #: _____

Project #: _____

RCA prepared by: BEW Dept. Dir. HUM Finance Dir. N/A Dir. of Admin. D

Resolution No. _____

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

A RESOLUTION OPPOSING MISSOURI LEGISLATIVE PROPOSALS TO ELIMINATE THE TRADITIONAL APRIL MUNICIPAL ELECTION AND MOVE MUNICIPAL ELECTIONS TO THE NOVEMBER GENERAL ELECTION DATE.

WHEREAS, the City of St. Charles, Missouri is a constitutional charter city organized under the laws of the State of Missouri and is responsible for governing local affairs in a manner that best serves its residents; and

WHEREAS, Missouri municipalities have historically conducted local elections on the first Tuesday after the first Monday in April, providing voters with a focused opportunity to consider local candidates and ballot issues without being overshadowed by state and federal races; and

WHEREAS, multiple bills introduced in recent Missouri legislative sessions—including but not limited to SB 1152 (2025), HB 1613 (2025), and SB 839 (2025)—have proposed eliminating the April municipal election and consolidating local elections with the November general election; and

WHEREAS, supporters of these proposals often cite increased voter turnout as a primary objective; however, increased turnout does not necessarily equate to greater voter awareness or understanding of complex and highly localized municipal issues; and

WHEREAS, municipal elections frequently involve matters such as public safety services, local taxes, infrastructure investments, zoning decisions, and municipal leadership, which benefit from dedicated voter attention and community-focused engagement; and

WHEREAS, consolidating municipal elections with the November general election risks voter fatigue, lengthy ballots, and reduced visibility for local issues, potentially diminishing informed participation in municipal governance; and

WHEREAS, eliminating the April election date would also create administrative and operational challenges for municipalities, including changes to election administration, terms of office, transition timelines, and coordination with county election authorities; and

WHEREAS, Missouri's cities vary significantly in size, structure, and governance needs, and decisions regarding the timing of municipal elections are best determined at the local level rather than through a uniform statewide mandate;

Resolution No. _____

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, AS FOLLOWS:

- SECTION 1. The City of St. Charles, Missouri formally opposes any legislative proposal that would eliminate the traditional April municipal election or require municipal elections to be held exclusively during the November general election.
- SECTION 2. The City affirms its support for local control and flexibility in election administration, recognizing that municipalities are best positioned to determine election timing that promotes informed voter participation and effective governance.
- SECTION 3. The City urges the Missouri General Assembly to engage with municipal officials and organizations before advancing legislation that would significantly alter long-standing municipal election practices.
- SECTION 4. The City Clerk is directed to transmit a copy of this Resolution to the Governor of Missouri, the City's legislative delegation, the Missouri Municipal League, and other appropriate parties.
- SECTION 5. This Resolution shall become effective upon 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, City Attorney Date

Kimberly Hudson, City Clerk



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.

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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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* * *

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 Revenues Without Abatement	Projected PILOT Payments	Projected Tax 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%	
PILOT Payment ⁽¹⁾ (Emergency Service Districts)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Tax Rate per \$100											
Missouri State Tax	0.3000	272	272	272	272	272	12,814	13,190	13,190	13,578	66,948
St. Charles County Road & Bridge	0.1687	153	153	153	153	153	7,206	7,417	7,417	7,635	37,647
St. Charles County Library District	0.1668	151	151	151	151	151	7,125	7,334	7,334	7,549	37,223
St. Charles County Ambulance District	0.3175	24,294	25,023	25,023	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	4,562	4,696	4,696	4,834	23,833
St. Charles County Dispatch & Alarm	0.0324	2,479	2,554	2,630	2,709	2,790	2,709	2,790	2,790	2,874	26,719
St Charles Community College	0.1569	142	142	142	142	142	6,702	6,899	6,899	7,101	35,014
City of St Charles	0.7549	685	685	685	685	685	32,244	33,191	33,191	34,166	168,463
Francis Howell R-III School District	3.9769	3,610	3,610	3,610	3,610	169,867	169,867	174,854	174,854	179,992	887,483
Commercial Surcharge*	0.5300	476	476	476	476	476	5,285	5,429	5,429	5,578	29,384
	6.5109	32,360	33,163	33,163	33,991	33,991	275,059	283,143	283,143	291,470	1,574,544

*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	\$ 18,174,544	
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	\$ 67,427,483	
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	\$ 85,602,027	
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	\$ 2,720
St. Charles County Road & Bridge	0.1687	153	153	153	153	153	153	153	153	153	153	1,537
St. Charles County Library District	0.1668	151	151	151	151	151	151	151	151	151	151	1,517
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	970
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	1,420
City of St Charles	0.7549	685	685	685	685	685	685	685	685	685	685	6,850
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	36,100
Commercial Surcharge*	0.5300	476	476	476	476	476	476	476	476	476	476	4,760
		\$ 32,360	\$ 33,163	\$ 33,163	\$ 33,991	\$ 33,991	\$ 34,825	\$ 34,825	\$ 35,674	\$ 35,674	\$ 36,542	\$ 356,429
		\$ 6,5109	\$ 6,7109	\$ 6,7109	\$ 6,9119	\$ 6,9119	\$ 7,1129	\$ 7,1129	\$ 7,3139	\$ 7,3139	\$ 7,5149	\$ 71,143

*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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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



SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(BOULDERS AT SOUTHPOINTE PROJECT)
[*SERIES 2026B/C/D*]**

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: \$_____ 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]

“GRANTOR”

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
_____ COUNTY)

On this ____ day of January, 2026, 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 the 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

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]

“GRANTOR”

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
_____ COUNTY) SS.

On this ____ day of January, 2026, 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 the 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

“GRANTEE”

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

ATTEST:

By: _____
Kimberly Hudson, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
ST. CHARLES COUNTY)

On this ___ day of January, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL J. BORGMEYER**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ST. CHARLES, MISSOURI**, and that said instrument was signed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A
LEGAL DESCRIPTION

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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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]

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@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.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]

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

“GRANTOR”

CITY OF ST. CHARLES, MISSOURI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF MISSOURI)
) SS.
ST. CHARLES COUNTY)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the Mayor of the **CITY OF ST. CHARLES, MISSOURI**, and that said instrument was signed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

Name:

Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A
LEGAL DESCRIPTION

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.

[Remainder of Page Intentionally Left Blank]

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

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.

[Remainder of Page Intentionally Left Blank]

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]

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Amendment to be executed in their respective corporate names to be attested 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

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this ____ day of January, 2026, before me appeared **DANIEL J. BORGMAYER**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city, and that he is authorized to sign the foregoing instrument on behalf of said city, and acknowledged that he executed said instrument as said city's free act and deed.

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

[Omnibus Amendment]

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
_____ COUNTY)

On this _____ day of January 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, and that said instrument was signed in behalf of said banking association by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION OF THE 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

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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

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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

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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 nNon-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.

Underlined text is inserted. ~~Struck through~~ text is deleted.

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 polluttional 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.

- 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.

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.~~

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- 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.

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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
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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	

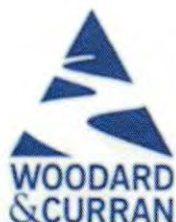
Owner Representative Name	
Owner Representative Firm	
Owner Representative Phone	
Owner Representative Email	

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**

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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.

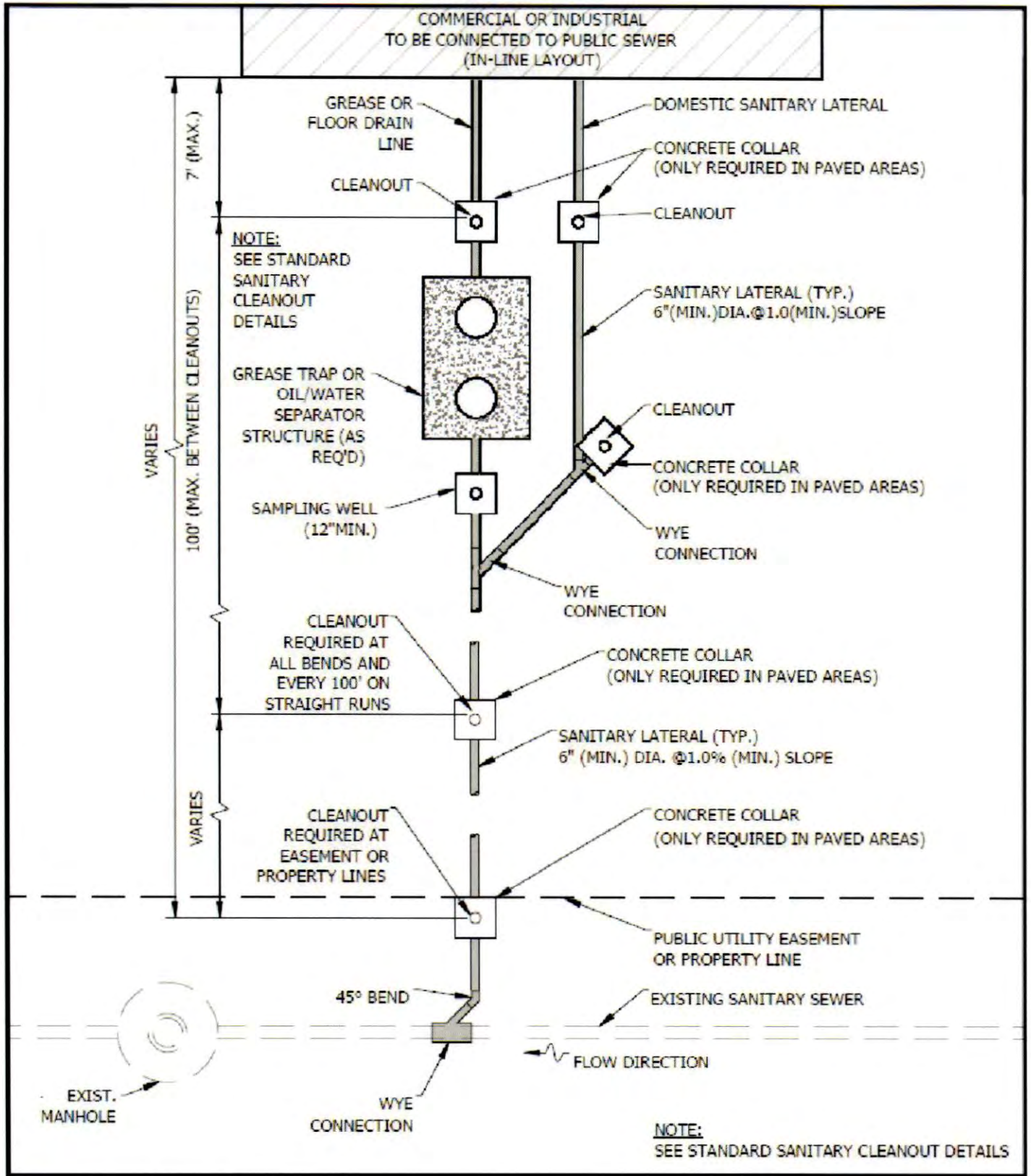
Fats, Oils, and Grease (FOG) Corrective Action Plan & Fee Schedule

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/l 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, Mark Hollander

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

Underlined text is inserted. ~~Struck through~~ text is deleted.

~~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.

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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:

<p><u>Underlined</u> text is inserted. Struck through text is deleted.</p>

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.

Underlined text is inserted. ~~Struck through~~ text is deleted.

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 ~~fifteen (15)~~ eighteen (18) 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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RCA FORM (OFFICE USE ONLY)

Bill # 14045

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 5 upon annex

Sponsor(s): Denise Mitchell

Description:

Approve an ordinance to annex a 6.57 acre tract of land from St. Charles County to the City of St. Charles.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application involves a 6.57 acre tract of land located at the southeast corner of Muegge Road and S. Old Highway 94, which is currently under the jurisdiction of Unincorporated St. Charles County. Applications Z-2025-11 and Z-2025-12 (also on the January 6, 2026 City Council agenda) would establish zoning for the subject parcel upon annexation. Additionally, application SUB-2025-04 proposes a Preliminary Plat for thirty-four (34) attached townhome lots with common ground at this location and is also on the January 6, 2026 City Council agenda.

The Planning and Zoning Commission held a public hearing on this item at their December 8, 2025 meeting. There were 3 speakers from the public with general questions/concerns regarding existing utilities and other project specifics. The application was forwarded with a recommendation for approval (7 in favor, 2 abstained, 0 opposed).

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

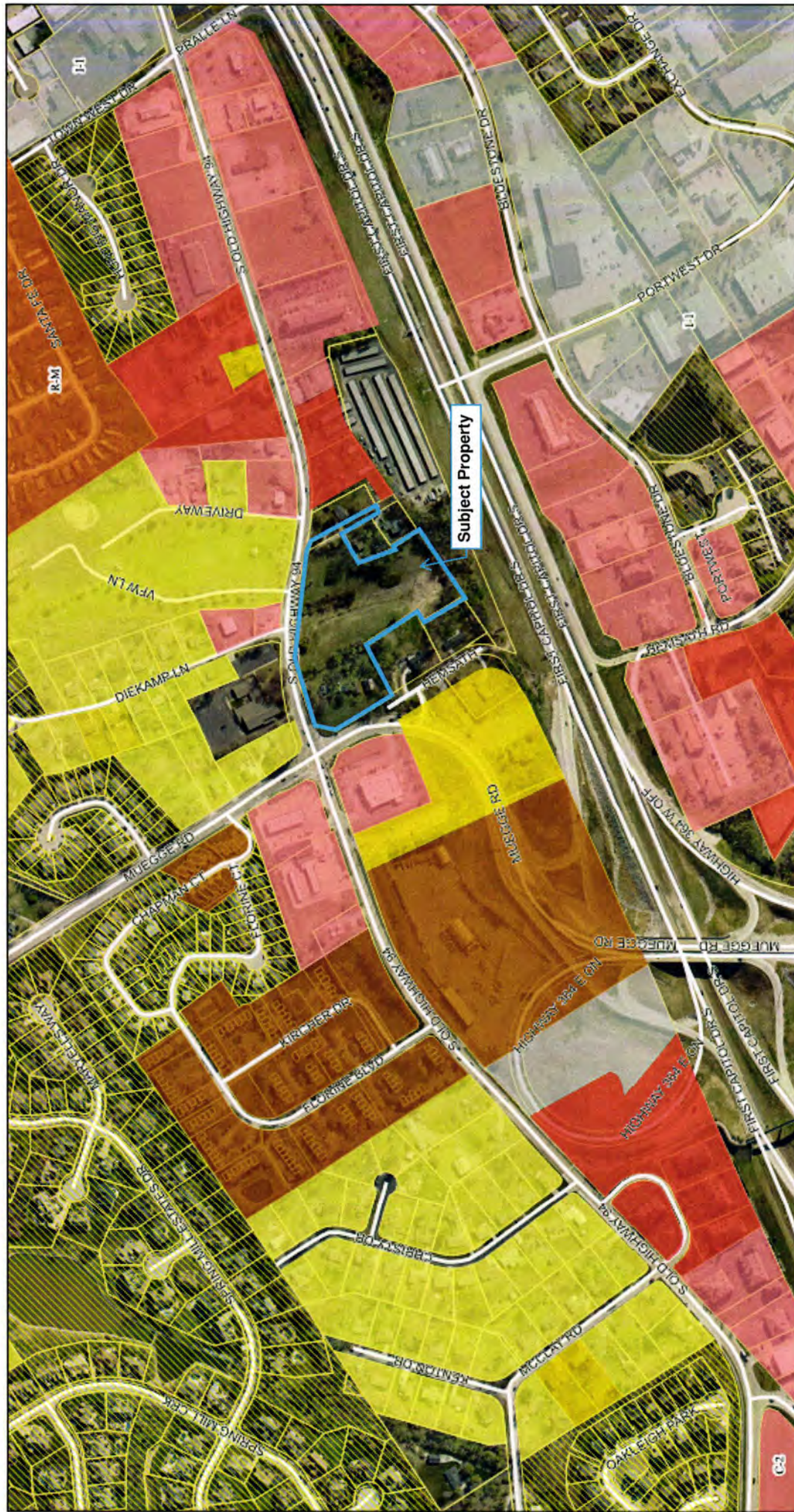
Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

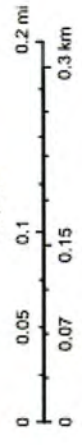
ArcGIS Web Map



12/10/2025, 12:44:13 PM

- Zoning Districts**
- R-1C Single Family Residential District
 - R-1D Single Family Residential District
 - R-1E Single Family Residential District
 - R-3A Multi-Family Residential District
 - C-2 General Business District
 - C-3 Highway Business District
 - I-1 Light Industrial District
 - R-M Manufactured/Modular Residential District
 - PD-C Planned Development Commercial
 - PD-R Planned Development Residential
- Roadways**
- County Parcels

1:5,490



Sources: Esri, Vantor, Airbus DS, USGS, NOAA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasysteem, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO.

Sponsor: Denise Mitchell

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY WOCO PARTNERS LLC, APPROXIMATELY 6.57 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF MUEGGE ROAD AND SOUTH OLD HIGHWAY 94.

WHEREAS, a certain verified petition signed by the owner of the land hereinafter described requesting annexation of said land into the City of Saint Charles, Missouri, was filed with the City Clerk; and

WHEREAS, said land as hereinafter described is adjacent and contiguous to the present municipal boundaries of the City of Saint Charles, Missouri; and

WHEREAS, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this verified petition at its December 8, 2025 meeting and made a favorable recommendation (7 in favor, 2 abstained, 0 opposed) to the City Council; and

WHEREAS, the City Council of the City of Saint Charles, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

SECTION 1. Pursuant to the Revised Statutes of Missouri Section 71.014, the land, as more particularly described in the attached Exhibit A, which is incorporated herein by this reference, is annexed into the City of Saint Charles, Missouri.

SECTION 2. The boundaries of the City of Saint Charles, Missouri are altered so as to encompass the above described land lying adjacent and contiguous to the present municipal boundaries of the City.

SECTION 3. The City Clerk is directed to file three certified copies of this Ordinance with the County of St. Charles, Missouri.

SECTION 4. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person, entity or political subdivision shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, or if any judgment shall find that a particular tract of land is not contiguous to the City of Saint Charles, said judgment shall not affect, impair or invalidate the remainder of this ordinance in the application of such provision to other person, entities or political subdivision, and shall be confined in its operation to the provision, clause, sentence, paragraph, section or a part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, entity or political subdivision involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional, invalid provision or non-contiguous tract of land, clause, sentence, paragraph, section or part thereof not been included.

SECTION 5. The land annexed by this ordinance is designated as part of Ward Five of the City of Saint Charles, Missouri.

SECTION 6. This Ordinance shall be in full force and effect seven (7) days from the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/17/25
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 8, OF BLOCK 8, OF STEEN AND CUNNINGHAMS SUBDIVISION OF A PART OF THE COMMONS OF ST. CHARLES IN U.S. SURVEY 3280, TOWNSHIP 46, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, PER THE PLAT THEREOF RECORDED IN CABINET E, DRAWER E-2 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, THE OUTBOUNDARY OF SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID STEEN AND CUNNINGHAMS SUBDIVISION, SAID POINT ALSO BEING ON THE CENTERLINE OF HEMSATH ROAD, A 40 FOOT WIDE PUBLIC ROADWAY; THENCE NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 160.43 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ANDREW JONATHAN PAGANO BY DOCUMENT 2022R-061669 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG THE EAST LINE OF SAID PAGANO TRACT NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 182.32 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO PRECISION PROPERTY INVESTORS, LLC BY DOCUMENT 2021R-016597 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, SAID POINT BEARS NORTH 52 DEGREES 21 MINUTES 15 SECONDS WEST 1.93 FEET FROM AN IRON ROD; THENCE ALONG SAID SOUTH LINE NORTH 64 DEGREES 08 MINUTES 50 SECONDS EAST 47.50 FEET TO AN IRON ROD; THENCE NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 210.00 FEET ALONG THE EAST LINE OF SAID PRECISION PROPERTY INVESTORS TRACT TO A POINT THAT BEARS SOUTH 24 DEGREES 21 MINUTES 10 SECONDS WEST 0.34 FEET FROM AN IRON PIPE ; THENCE SOUTH 65 DEGREES 07 MINUTES 42 SECONDS WEST 189.39 FEET ALONG THE NORTH LINE OF SAID PRECISION PROPERTY INVESTORS TRACT TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED HEMSATH ROAD; SAID POINT ALSO BEARS SOUTH 30 DEGREES 35 MINUTES 20 SECONDS EAST 3.19 FEET FROM AN IRON PIPE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 139.13 FEET; NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 5.00 FEET; THENCE NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 136.74 FEET; THENCE NORTH 05 DEGREES 45 MINUTES 08 SECONDS EAST 52.98 FEET TO THE SOUTH RIGHT OF WAY OF OLD STATE HIGHWAY 94, A VARIABLE WIDTH PUBLIC ROADWAY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES, NORTH 73 DEGREES 31 MINUTES 49 SECONDS EAST 20.00 FEET; THENCE NORTH 18 DEGREES 09 MINUTES 12 SECONDS WEST 10.00 FEET; THENCE NORTH 57 DEGREES 12 MINUTES 19 SECONDS EAST 21.89 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 48 SECONDS EAST 107.05 FEET; THENCE NORTH 79 DEGREES 44 MINUTES 47 SECONDS EAST 186.49 FEET TO A NON TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 872.19 FEET AND A CHORD OF SOUTH 83 DEGREES 14 MINUTES 06 SECONDS EAST 255.88 FEET; THENCE ALONG SAID CURVE 256.81 FEET; THENCE SOUTH 74 DEGREES 47 MINUTES 21 SECONDS EAST 82.79 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 930.00 FEET AND A CHORD OF SOUTH 75 DEGREES 46 MINUTES 49 SECONDS EAST 32.17 FEET; THENCE ALONG SAID CURVE 32.17 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 46 SECONDS EAST 26.70 FEET TO A POINT ON THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO STIEGMEIER, ROBERT D BY A DEED RECORDED IN BOOK 6894, PAGE 1238 OF THE ST. CHARLES COUNTY MISSOURI RECORDS, SAID POINT ALSO BEING DISTANT SOUTH 87 DEGREES 29 MINUTES 39 SECONDS WEST 108.23 FEET FROM AN IRON ROD; THENCE ALONG THE WEST LINE OF SAID STIEGMEIER TRACT SOUTH 26 DEGREES 47 MINUTES 40 SECONDS EAST 241.06 FEET TO A POINT THENCE SOUTH 57 DEGREES 12 MINUTES 20 SECONDS WEST 20.11 FEET TO A POINT ON THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO MILLER LARRY D AND HARDY SUSAN K BY A DEED RECORDED IN BOOK 883, PAGE 1604 OF THE ST. CHARLES COUNTY MISSOURI RECORDS; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 26 DEGREES 47 MINUTES 40 SECONDS WEST 127.00 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING DISTANT SOUTH 26 DEGREES 47 MINUTES 00 SECONDS EAST 14.54 FEET FROM AN IRON ROD; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 64 DEGREES 12 MINUTES 20 SECONDS WEST 128.70 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 20 DEGREES 55 MINUTES 40 SECONDS EAST 145.09 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 14.41 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO NEUMANN, BARBARA A BY A DEED RECORDED IN BOOK 3746, PAGE 1439 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS; ; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 26 DEGREES 47 MINUTES 40 SECONDS EAST 125.70 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND COVEYED TO SECURITY STORAGE SYSTEMS, LLC BY A DEED RECORDED IN BOOK 6096, PAGE 1001 OF THE ST. CHARLES COUNTY MISSOURI RECORDS; THENCE ALONG SAID NORTH LINE SOUTH 57 DEGREES 12 MINUTES 20 SECONDS WEST 320.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.575 ACRES MORE OR LESS, ACCORDING TO CALCULATIONS MADE BY COCHRAN ENGINEERING DURING NOVEMBER, 2023

RCA FORM (OFFICE USE ONLY)

Bill # 14046

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 5 upon annex

Sponsor(s): Denise Mitchell

Description:

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.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to establish zoning for 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. Establishing C-2 zoning upon annexation is compatible with the surrounding development pattern and supports closing a remaining pocket of unincorporated county within the City. A future use has not been determined for this property; however, if the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the C-2 General Business District. A future site plan requiring City review, would be required prior to development.

The Planning and Zoning Commission held a public hearing on this item at their December 8, 2025 meeting where the applicant spoke and there were 3 speakers from the public with general questions/concerns regarding existing utilities and other project specifics. The Commission voted 7 in favor, 2 abstained, 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: MPB Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]



AGENDA ITEM #9, 10, & 11

**STAFF REPORT
CASE NO. Z-2025-11, Z-2025-12, & SUB-2025-04
HAWTHORNE GROVE – PRELIMINARY PLAT**

**DECEMBER 8, 2025
BY MADELYN P. BROWN**

OWNER/APPLICANT: WOCO Partners LLC
2299 S Spoede Lane
Truesdale, MO 63380

ADDRESS/LOCATION: The property is generally located at the southeast corner of Muegge Road and S. Old Highway 94 - Ward 5 upon annexation & rezoning

ACREAGE: Overall 6.57 (more or less)

EXISTING ZONING: St. Charles County “R1E” Single Family Residence

REQUESTED ZONING: 1st C-2 General Business District (Z-2025-11)
2nd R-3 Multiple Family Residential District (Z-2025-12)

SURROUNDING ZONING:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	R-1C Single Family Residential	Meeting Facility
South	C2 General Commercial District (County)	Commercial
East	R1E Single-Family Residential District (County)	Single-Family Dwelling
West	R1E Single-Family Residential District (County)	Single-Family Dwelling

REQUEST

The applicant has submitted three (3) applications for a commercial and residential development within the City of St. Charles:

1. To annex and establish zoning for 1.57 acres of an overall 6.57 acre tract of land from St. Charles County “R1E” Single Family Residence to the City of St. Charles “C-2” General Business District (Z-2025-11).
2. To annex and establish the zoning for 5.0 acres of an overall 6.57 acre tract of land, from St. Charles County “R1E” Single Family Residence to the City of St. Charles “R-3A” Multiple-Family Residential District (Z-2025-12).
3. A preliminary plat to construct thirty-four (34) attached townhomes with common ground

on the 5.0 acre tract proposed to be zoned R-3A Multiple-Family Residential District (SUB-2025-04).

This report will analyze the appropriateness of each application.

The attached Preliminary Plat (SUB-2025-04) identifies two (2) parcels, one (1) proposed commercial lot with uses available within C-2 General Business District, such as general retail, a restaurant and a coffee shop, and a proposed multi-family residential development containing 34 attached townhome buildings (7 units per acre – 18 units per acre is allowed via the requested zoning).

BACKGROUND

The R-3A District is designed for multi-family developments under single ownership, such as apartments or condominium projects 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). It does not provide standards for fee-simple townhomes subdivided into individual lots unless they meet the minimum lot standards of the R-3A district (see attached standards), even though townhouse dwellings are a permitted use. Similar individually owned townhouse projects in the City have been approved through Planned Development Residential (PD-R) zoning, such as Oakleigh Park (2021).

For this development, staff identified two (2) pathways:

1. Rezone to PD-R with an underlying R-3A district; or
2. Maintain straight R-3A zoning and seek variances through the Board of Adjustment.

Through review, staff and the applicant determined that retaining straight R-3A zoning and pursuing the necessary variances is the most appropriate approach. The applicant did explore a PD-R zoning alternative to avoid variances from R-3A standards; however, the PD option would have required landscape buffers that cannot be accommodated on this site and would have resulted in even greater variances. The applicant has requested three (3) variances for the residential portion of the project: reducing the minimum lot width from 75 feet to 26 feet; reducing the minimum lot depth for Lots 31–34 from 125 feet to 98.7 feet; and reducing the minimum side yard setback from 7 feet to 0 feet. These variances were originally scheduled for Board of Adjustment review on December 1, 2025 but were postponed due to the cancelation of the meeting based on City Hall being closed from inclement weather and are now scheduled for the January 5, 2026 meeting. While BOA action typically precedes the Planning and Zoning Commission review, the delay was outside the applicant's control; therefore, the preliminary plat is being presented to Planning and Zoning Commission first. A condition has been added stating that preliminary plat approval is contingent upon approval of all three (3) variances.

ANALYSIS OF ANNEXATION/ESTABLISHMENT OF ZONING **(Z-2025-11 & Z-2025-12)**

The 6.57 acre tract currently consists of a single parcel that the applicant proposes to divide into a 1.57 acre commercial lot and a 5.0-acre residential lot as part of an annexation request. The 1.57 acre parcel is proposed to be zoned C-2 General Commercial District upon annexation, while the 5.0 acre parcel is proposed to be zoned R-3A Multiple-Family Residential District to accommodate

an attached townhome development.

C-2 Zoning Analysis (Z-2025-11)

As shown on Figure 1, below on Page 4, the proposed 1.57 acre commercial parcel is directly adjacent to C-2 zoned properties, and the South Old Highway 94 corridor contains a mix of commercial and residential uses. The yellow and brown shading indicate residential zoning/uses, the pink and red indicate commercial, and the grey indicates industrial. Although a specific future use has not been identified, all permitted and conditionally permitted uses within the C-2 District would apply (see attached district regulations). Establishing C-2 zoning upon annexation is compatible with the surrounding development pattern and supports closing a remaining pocket of unincorporated county within the City. If developed for commercial purposes, a future site plan requiring City review, would be required prior to development.

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 closest to Activity Center #4 (Page Avenue/ Highway 94). This Activity Center includes a mix of uses; residential, commercial, and industrial uses on both sides of Capitol Drive. Given the established commercial zoning in this area, assigning a C-2 zoning designation is appropriate and fits well within the existing development pattern.

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 establishment of zoning to C-2 General Commercial District.

R-3A Zoning Analysis (Z-2025-12)

Also shown on Figure 1, below on Page 4, the proposed R-3A zoning for the remaining 5.0 acres aligns with adjacent residential zoning and land uses under both City of St. Charles and St. Charles County jurisdictions. This portion of the property also lies within the mixed-use South 94 corridor, where residential and commercial uses are located in close proximity. The requested R-3A designation is therefore appropriate for the planned attached townhome development and facilitates the incorporation of this unincorporated area into the City.

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 closest to Activity Center #4 (Page Avenue/ Highway 94). As indicated above, this Activity Center is mixed use adjacent to First Capitol Drive, with a mix of residential, commercial, and industrial uses located nearby to this center. These existing neighborhood conditions are well suited for a higher density, townhouse subdivision such as what is being proposed.

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 establishment of zoning to R-3A Multi-Family Residential District.

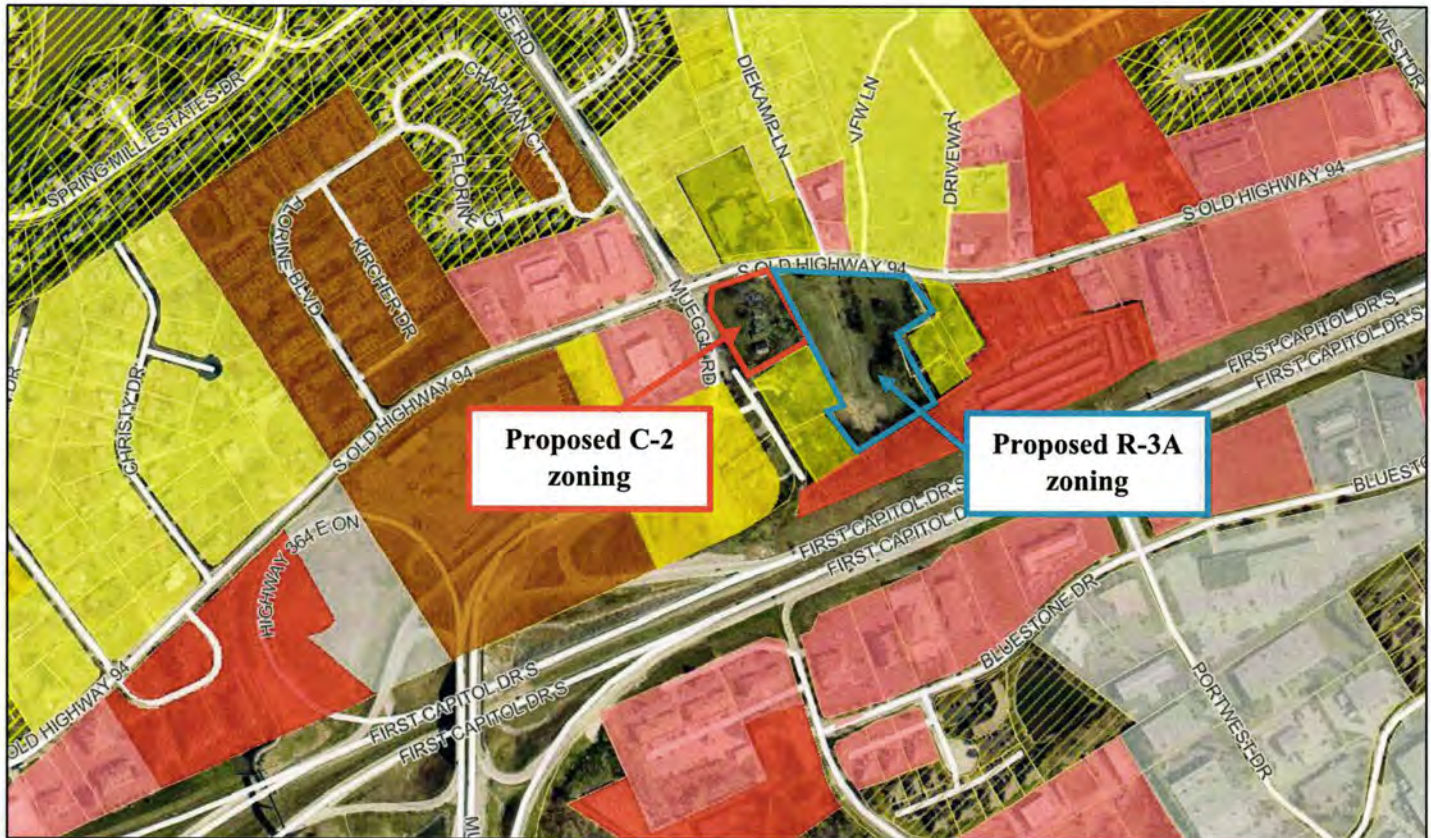


Figure 1: Area zoning map.

ANALYSIS OF THE PRELIMINARY PLAT **(SUB-2025-04)**

Overview

The Applicant has submitted a Preliminary Plat application for a new subdivision, consisting of thirty-four (34) attached townhomes with common ground under the R-3A zoning district. 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.

Density

The R-3A zoning district establishes a maximum density of 18 units per acre. Based upon this maximum, a total of 90 residential units could be permitted as part of this development. The submitted Preliminary Plat proposes a total of 34 units, with an overall density of 6.8 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. The proposed density is typical of this style of development and would be compatible within the mixed-use corridor at the corner of Muegge Road and South Old Highway 94.

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 two car garage located at the front of the dwelling along the access drive. Samples of the proposed elevations are illustrated in Figure 2, below. As attached single-family dwellings, the proposed structures are exempt from the masonry standards. The elevations have been included for reference only, and do not require approval from the Commission.



Figure 2: Elevations of the proposed structures.

Access/Transportation

A 26-foot wide public roadway (Hawthorne Grove Court) is proposed to access the majority of the townhome driveways, leading to the two-car garages and main entrances. Hawthorne Grove Court will end in a cul-de-sac with a mailbox cluster and four (4) parallel parking spaces to serve residents. Four (4) of the units will be accessed by an existing roadway, which is to be paved and also made a 26-foot wide public roadway (Hawthorne Trail). Each entrance to the subdivision is located along South Old Highway 94, with Hawthorne Grove Court towards the east and Hawthorne Trail to the West. 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.

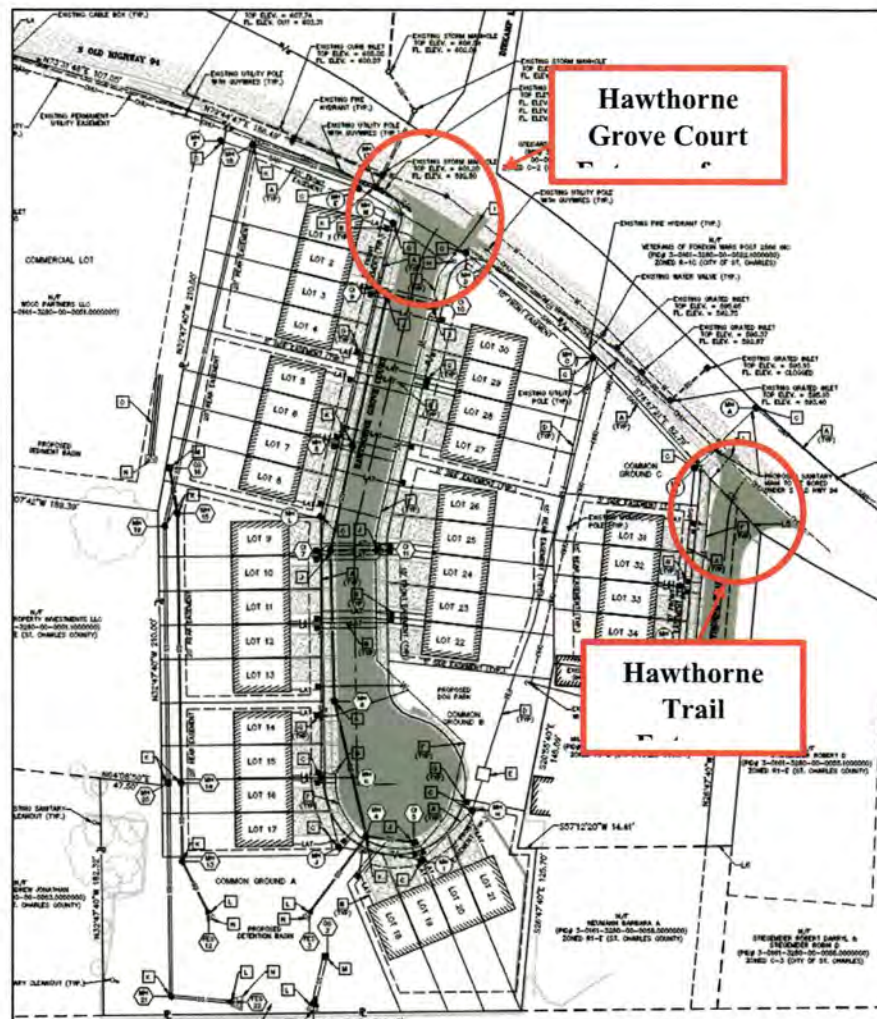


Figure 3: Proposed access points.

Open Space/Amenities/Landscaping

A total of 0.98 acres of common ground has been provided. The developer will also incorporate a dog park as an added amenity for residents. Additionally, a stormwater detention area is proposed at the southwestern portion of the site. While provided, minimum common open space is not a requirement of the R-3A zoning district.

The City's Tree Preservation Ordinance requires either preservation, replacement of at least 50% of all live trees ten (10) inches or greater in diameter breast height (DBH) on the development site or a payment into the tree fund to account for removal over 50%. Per the submitted plan, approximately 140 cumulative inches (DBH) of existing trees are proposed for removal, with 42 inches to remain (removal of more than 50% of existing mass). In order to achieve compliance with tree preservation standards, 28 trees are to be planted on site. The trees are proposed to be planted along the South Old Highway 94 frontage, within common ground, and along the frontages of units.

STAFF RECOMMENDATION

After review of the two (2) zoning requests (including the proposed preliminary plat), the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the annexation/establishment of zoning requests and preliminary plat are appropriate and are consistent with the zoning of the surrounding area. The Department of Community Development recommends that these requests be forwarded to the City Council with a favorable recommendation, subject to the condition on application SUB-2025-04, listed below:

1. Approval of the preliminary plat is contingent upon approval by the Board of Adjustment of all three variances associated with the project (minimum lot width, minimum lot depth for Lots 31-34, and minimum side yard setback).

Recommended Motions:

1. Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-11 and Z-2025-12.
2. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-11.
3. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-12.
4. Motion to forward a **favorable** recommendation of approval to the City Council for a new Preliminary Development Plat (Hawthorne Grove) per SUB-2025-04, subject to the condition recommended by staff.

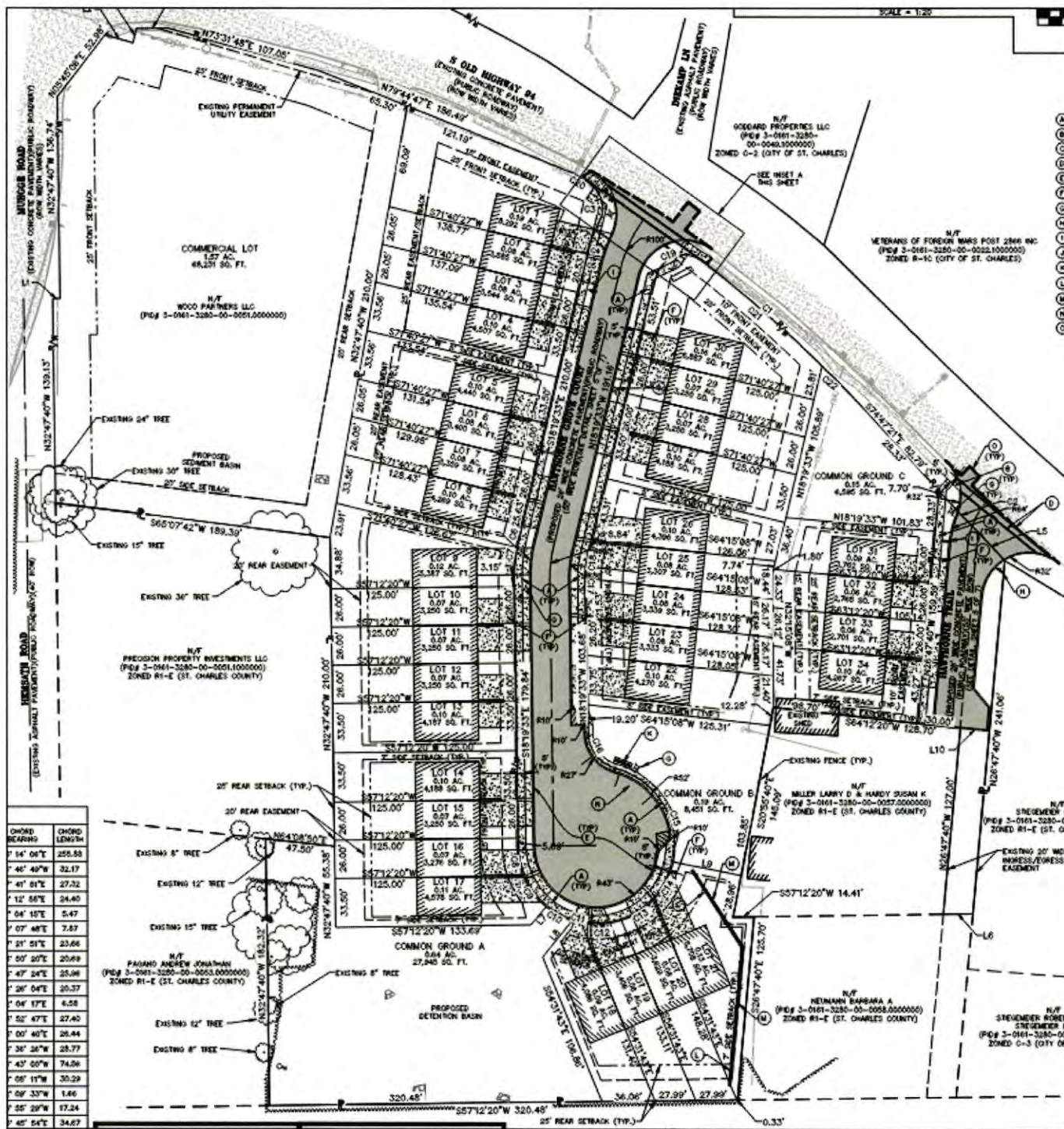


Figure 4: Submitted Site Plan.



Figure 5: Aerial view of subject property.

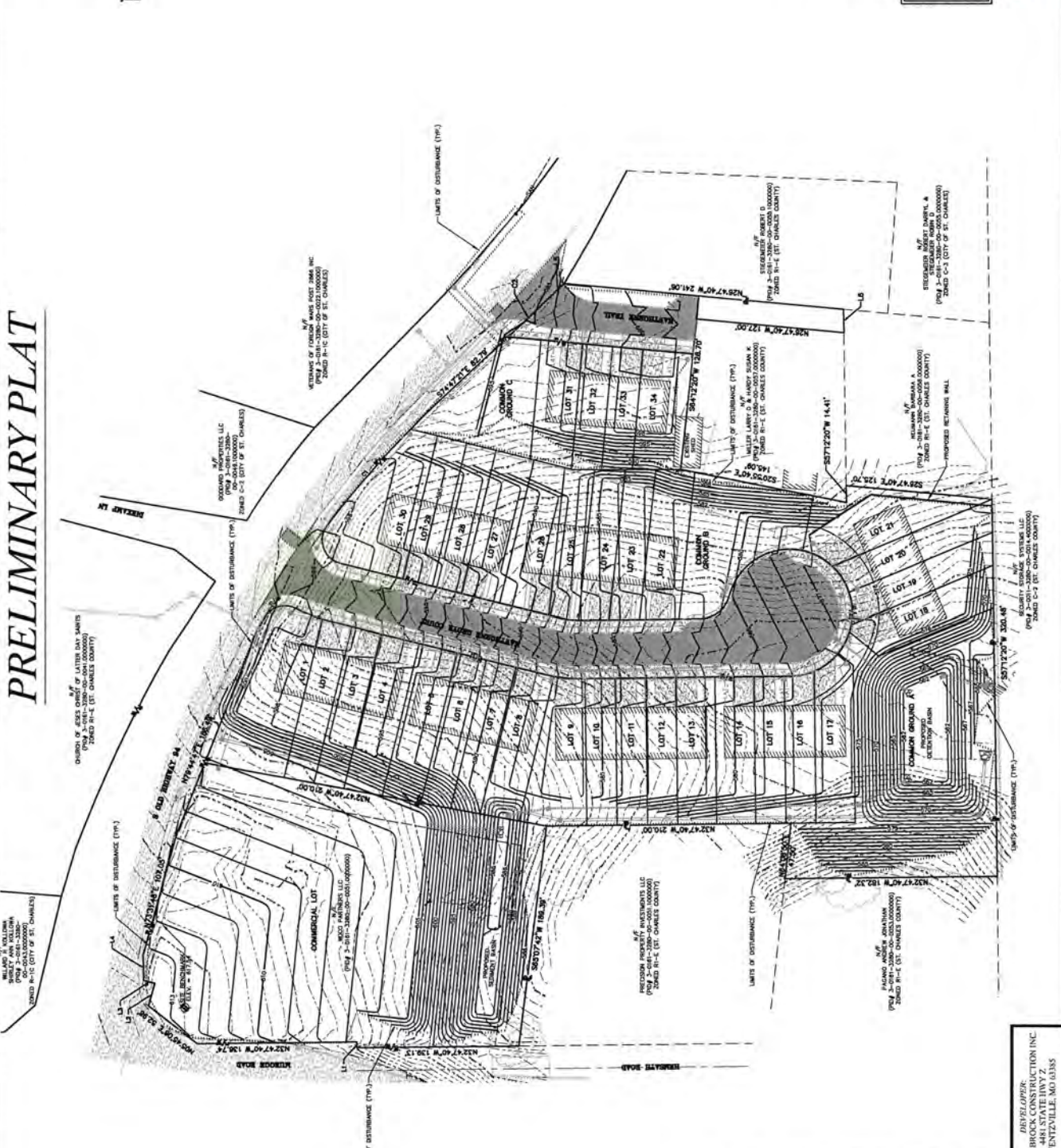
PRELIMINARY PLAT

GRADING QUANTITY:
 CUT - 9,335 CY
 FILL - 34,338 CY

NOTE: QUANTITIES ARE BASED ON THE CONTRACTOR'S FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THESE QUANTITIES AND SUBMIT A FINAL QUANTITY REPORT.

GRADING QUANTITY:
 CUT - 9,335 CY
 FILL - 34,338 CY

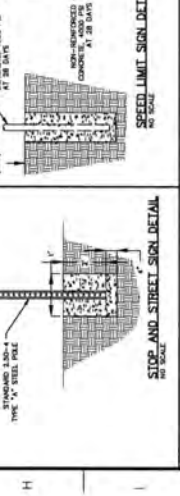
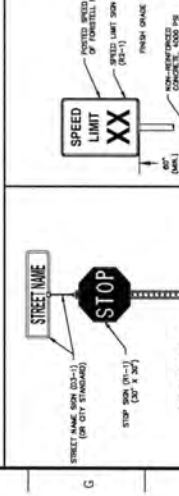
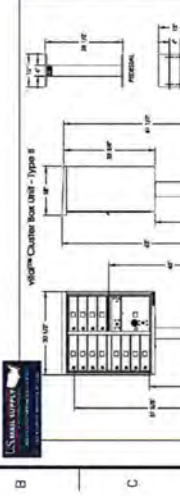
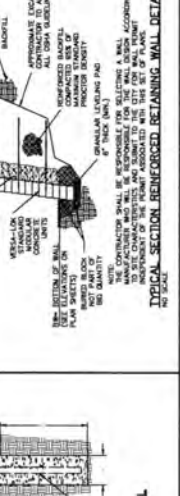
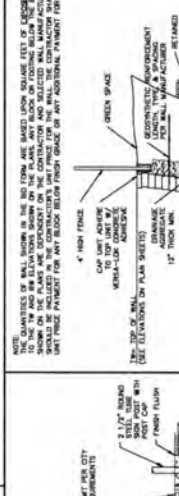
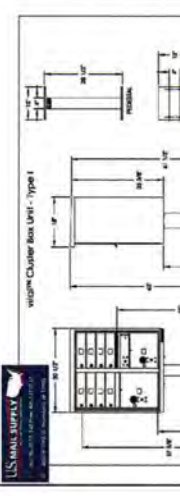
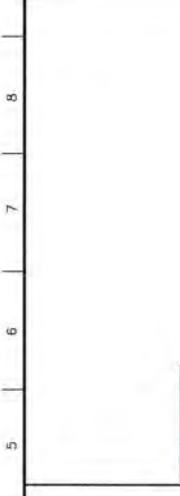
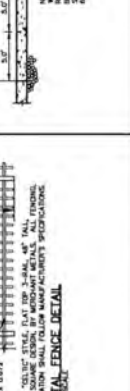
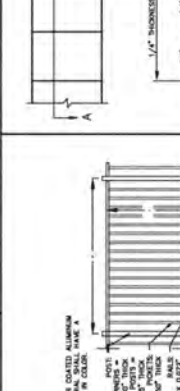
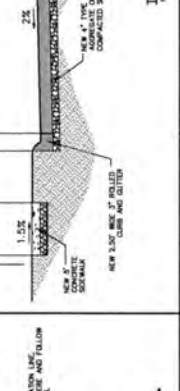
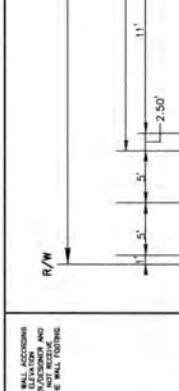
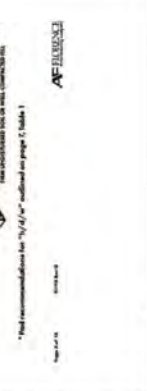
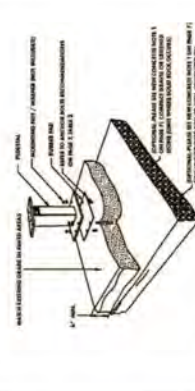
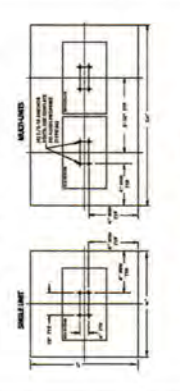
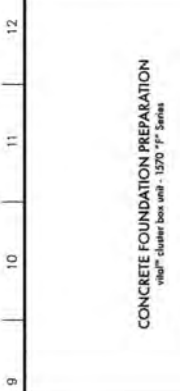
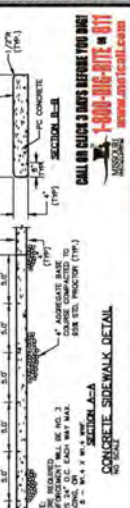
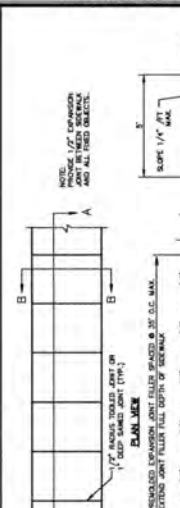
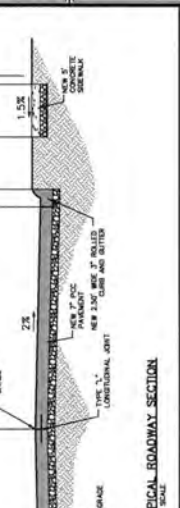
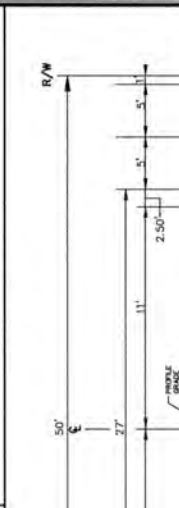
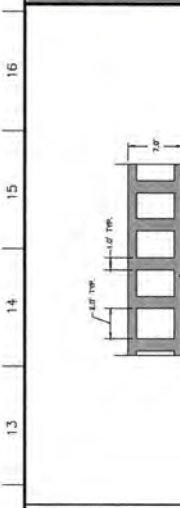
NOTE: QUANTITIES ARE BASED ON THE CONTRACTOR'S FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THESE QUANTITIES AND SUBMIT A FINAL QUANTITY REPORT.



LINE #	BEARING	LENGTH	CURVE #	MIC. LENGTH	RADIUS	CHORD	ARC LENGTH
01	S08°41'24"E	12.00	01	12.00	100.00	12.00	12.00
02	S89°57'40"W	127.00	02	127.00	100.00	127.00	127.00
03	S08°41'24"E	12.00	03	12.00	100.00	12.00	12.00
04	S89°57'40"W	127.00	04	127.00	100.00	127.00	127.00
05	S08°41'24"E	12.00	05	12.00	100.00	12.00	12.00
06	S89°57'40"W	127.00	06	127.00	100.00	127.00	127.00
07	S08°41'24"E	12.00	07	12.00	100.00	12.00	12.00
08	S89°57'40"W	127.00	08	127.00	100.00	127.00	127.00
09	S08°41'24"E	12.00	09	12.00	100.00	12.00	12.00
10	S89°57'40"W	127.00	10	127.00	100.00	127.00	127.00
11	S08°41'24"E	12.00	11	12.00	100.00	12.00	12.00
12	S89°57'40"W	127.00	12	127.00	100.00	127.00	127.00
13	S08°41'24"E	12.00	13	12.00	100.00	12.00	12.00
14	S89°57'40"W	127.00	14	127.00	100.00	127.00	127.00
15	S08°41'24"E	12.00	15	12.00	100.00	12.00	12.00
16	S89°57'40"W	127.00	16	127.00	100.00	127.00	127.00
17	S08°41'24"E	12.00	17	12.00	100.00	12.00	12.00
18	S89°57'40"W	127.00	18	127.00	100.00	127.00	127.00
19	S08°41'24"E	12.00	19	12.00	100.00	12.00	12.00
20	S89°57'40"W	127.00	20	127.00	100.00	127.00	127.00
21	S08°41'24"E	12.00	21	12.00	100.00	12.00	12.00
22	S89°57'40"W	127.00	22	127.00	100.00	127.00	127.00
23	S08°41'24"E	12.00	23	12.00	100.00	12.00	12.00
24	S89°57'40"W	127.00	24	127.00	100.00	127.00	127.00
25	S08°41'24"E	12.00	25	12.00	100.00	12.00	12.00
26	S89°57'40"W	127.00	26	127.00	100.00	127.00	127.00
27	S08°41'24"E	12.00	27	12.00	100.00	12.00	12.00
28	S89°57'40"W	127.00	28	127.00	100.00	127.00	127.00
29	S08°41'24"E	12.00	29	12.00	100.00	12.00	12.00
30	S89°57'40"W	127.00	30	127.00	100.00	127.00	127.00
31	S08°41'24"E	12.00	31	12.00	100.00	12.00	12.00
32	S89°57'40"W	127.00	32	127.00	100.00	127.00	127.00
33	S08°41'24"E	12.00	33	12.00	100.00	12.00	12.00
34	S89°57'40"W	127.00	34	127.00	100.00	127.00	127.00

DEVELOPER: KAMRENSHIRE DEVELOPMENT INC.
 3535 S. SPRIEDEL LANE
 WENTZVILLE, MO 63385

DESIGNER: WOODS BARRIS & ASSOCIATES, L.L.C.
 3535 S. SPRIEDEL LANE
 WENTZVILLE, MO 63385



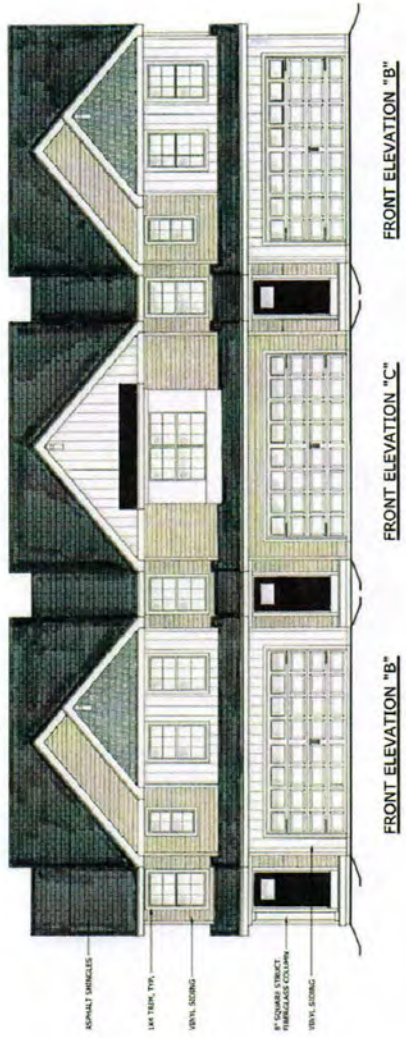
PRELIMINARY PLAT

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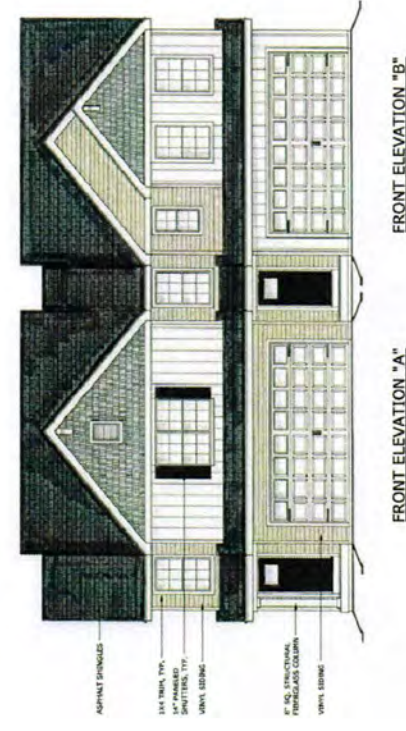
DECIDUOUS TREE PLANTING

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5.0 - 5.9	30.0
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281.0 - 281.9	1410.0
282.0 - 282.9	1415.0
283.0 - 283.9	1420.0
284.0 - 284.9	1425.0
285.0 - 285.9	1430.0
286.0 - 286.9	1435.0
287.0 - 287.9	1440.0
288.0 - 288.9	1445.0
289.0 - 289.9	1450.0
290.0 - 290.9	1455.0
291.0 - 291.9	1460.0
292.0 - 292.9	1465.0
293.0 - 293.9	1470.0
294.0 - 294.9	1475.0
295.0 - 295.9	1480.0
296.0 - 296.9	1485.0
297.0 - 297.9	1490.0
298.0 - 298.9	1495.0
299.0 - 299.9	1500.0
300.0 - 300.9	1505.0
301.0 - 301.9	1510.0
302.0 - 302.9	1515.0
303.0 - 303.9	1520.0
304.0 - 304.9	1525.0
305.0 - 305.9	1530.0
306.0 - 306.9	1535.0
307.0 - 307.9	1540.0
308.0 - 308.9	1545.0
309.0 - 309.9	1550.0
310.0 - 310.9	1555.0
311.0 - 311.9	1560.0
312.0 - 312.9	1565.0
313.0 - 313.9	1570.0
314.0 - 314.9	1575.0
315.0 - 315.9	1580.0
316.0 - 316.9	1585.0
317.0 - 317.9	1590.0
318.0 - 318.9	1595.0
319.0 - 319.9	1600.0
320.0 - 320.9	1605.0
321.0 - 321.9	1610.0
322.0 - 322.9	1615.0
323.0 - 323.9	1620.0
324.0 - 324.9	1625.0
325.0 - 325.9	1630.0
326.0 - 326.9	1635.0
327.0 - 327.9	1640.0
328.0 - 328.9	1645.0
329.0 - 329.9	1650.0
330.0 - 330.9	1655.0
331.0 - 331.9	1660.0
332.0 - 332.9	1665.0
333.0 - 333.9	1670.0
334.0 - 334.9	1675.0
335.0 - 335.9	1680.0
336.0 - 336.9	1685.0
337.0 - 337.9	1690.0



ASPHALT SHINGLES
 1/4" TYP. PVC
 VINYL SIDING
 8" SQUARE STREET
 FIBERGLASS COLUMN
 VINYL SIDING

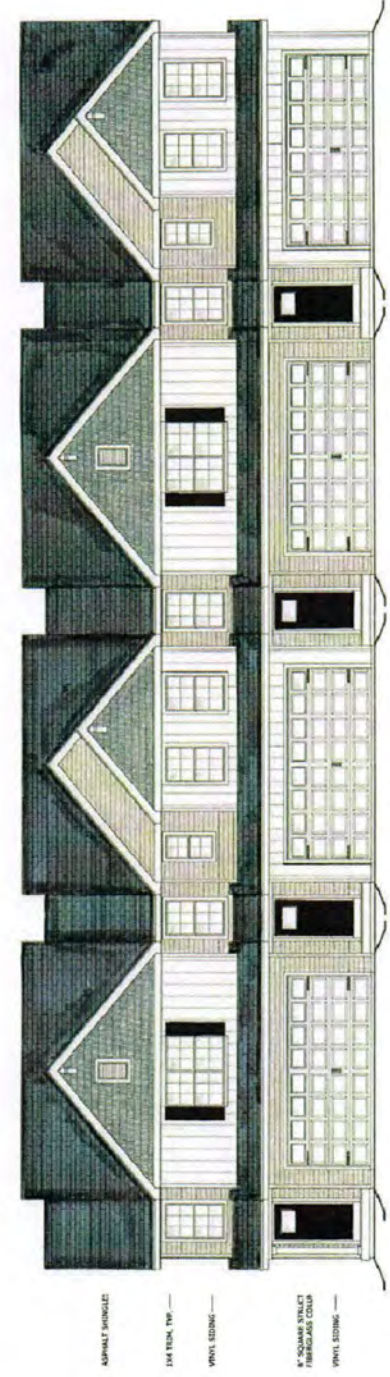
FRONT ELEVATION "B"



ASPHALT SHINGLES
 1/4" TYP. PVC
 1/4" PAVED
 SHUTTERS, TYP.
 VINYL SIDING
 8" SQ. STRUCTURAL
 FIBERGLASS COLUMN
 VINYL SIDING

FRONT ELEVATION "A"

FRONT ELEVATION "C"



ASPHALT SHINGLES
 1/4" TYP. PVC
 VINYL SIDING
 8" SQUARE STREET
 FIBERGLASS COLU
 VINYL SIDING

FRONT ELEVATION "A"

FRONT ELEVATION "B"

FRONT ELEVATION "A"

FRONT ELEVATION "B"

Section 400.220. "C-2" General Business District.¹ [R.O. 2011 § 400.220; R.O. 2009 § 156.033; CC 1981 § 30-34; Ord. No. 77-31, 7-5-1977 ; Ord. No. 79-38, 5-2-1979 ; Ord. No. 79-85, 8-29-1979 ; Ord. No. 82-29, 4-21-1982 ; Ord. No. 89-36, 2-23-1989 ; Ord. No. 90-188, 7-18-1990 ; Ord. No. 91-115, 6-4-1991 ; Ord. No. 94-230, 9-7-1994 ; Ord. No. 96-46, 2-21-1996 ; Ord. No. 98-209, 5-15-1998 ; Ord. No. 99-53, 2-4-1999 ; Ord. No. 99-205, 6-3-1999 ; Ord. No. 99-288, 8-17-1999 ; Ord. No. 00-78, 4-5-2000 ; Ord. No. 01-71, 4-18-2001 ; Ord. No. 01-156, 7-19-2001 ; Ord. No. 02-130, 5-28-2002 ; Ord. No. 04-176, 8-4-2004 ; Ord. No. 05-65, 3-7-2005 ; Ord. No. 06-273, 9-27-2006 ; Ord. No. 06-357, 12-20-2006 ; Ord. No. 08-123, 6-18-2008 ; Ord. No. 09-47, 3-20-2009 ; Ord. No. 09-227, 12-10-2009 ; Ord. No. 10-115 § 1, 6-9-2010 ; Ord. No. 10-244 § 1, 11-18-2010 ; Ord. No. 11-106 § 3, 6-9-2011]

- A. Purpose. The purpose of the "C-2" General Business District is to provide sufficient space in appropriate locations for a variety of commercial and service activities generally serving a wide area and located particularly along certain existing major thoroughfares where a general mixture of commercial and service activity now exists, but which uses are not characterized by warehousing, frequent heavy trucking activity, open storage of material or the nuisance factors of dust, odor and noise associated with manufacturing.
- B. Permitted Uses. A building or land in a "C-2" District shall be used only for the following purposes: [**Ord. No. 18-283, 12-18-2018**]
1. Any use permitted in the "O-I" Office Institution District or "C-1" Neighborhood Business District.
 2. Ambulance services, public or private.
 3. Amusement places, including dance halls and similar activities, subject to applicable City regulations. [**Ord. No. 22-088, 7-12-2022**]
 4. Archery ranges, provided that such range is approved by the Chief of Police.
 5. Building contractor establishment; outside storage shall be prohibited.
 6. One (1) dwelling unit is permitted above the first floor.
 7. Dry cleaning or laundry establishment. [**Ord. No. 22-088, 7-12-2022**]
 8. Equipment rental and leasing services, including lawn mower, yard and garden equipment, trailers (not mobile homes) and other such items, provided storage is within a completely enclosed building unless otherwise allowed through the conditional use process.
 9. Exterminators; outside storage of chemicals shall be prohibited.
 10. Hotels, motels or motor court/lodges, bed-and-breakfast establishments and inns. [**Ord. No. 22-088, 7-12-2022**]
 11. Meeting facility. [**Ord. No. 21-016, 1-19-2021** ²]

1. Cross Reference: As to penalty, § 400.1890.

2. Editor's Note: This ordinance provided for the redesignation of former Subsection (B)(11) through (14) as Subsection (B)(12) through (15), respectively.

12. Motor Vehicle Repair. Wrecked, disabled or inoperable motor vehicles shall not be stored anywhere on the property for more than thirty (30) days. Examples of permitted uses are tire repair and replacement, motor vehicle engine repair, muffler shops, body shops and motor vehicle paint shops. [**Ord. No. 18-284, 12-18-2018 ; Ord. No. 22-088, 7-12-2022**]
 13. Plumbing, heating and air-conditioning shop, upholstering shop (not involving furniture manufacture), appliance repairs and general service and repair establishments similar in character to those listed in this item. No outside storage of material is permitted.
 14. Recreational uses, outdoor.
 15. Schools for industrial training, trade or business.
- C. Conditional Uses. [**Ord. No. 14-113 § 1, 5-20-2014 ; Ord. No. 18-283, 12-18-2018 ; Ord. No. 21-078, 5-18-2021**]
1. The following uses may be permitted in the "C-2" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Any conditional use permitted in the "C-1" Neighborhood Business District unless otherwise permitted by the "C-2" District.
 - b. Indoor firearm ranges.
 - (1) Conditional Use Regulations.
 - (a) An indoor firearm range facility must be designed to offer a completely controlled shooting environment that includes impenetrable walls, floor and ceiling, adequate ventilation and lighting systems and acoustical treatment for sound attenuation suitable for the range's approved use.
 - (b) Noise levels at the nearest residential property line to an indoor firearm range shall not exceed thirty-five (35) decibels.
 - (c) Noise levels at the nearest commercial property line to an indoor firearm range shall not exceed forty-five (45) decibels.
 - (d) An indoor firearm range shall not operate between the hours of 10:00 P.M. and 7:00 A.M.
 - (e) An indoor firearm range must be authorized in writing by the Chief of Police and Building Code Official.
 - (f) The construction and operation of an indoor firearm range must comply with all State and Federal regulations.
 - c. Motor vehicle sales and rentals, new and used and temporary motor vehicle storage.
 - (1) Conditional Use Regulations.

- (a) The setback of any overhead canopy or similar structure shall be a minimum of ten (10) feet from all street rights-of-way lines, a minimum of twenty (20) feet from all residentially zoned property lines and shall be a minimum of five (5) feet from all other property lines. The total height of any overhead canopy or similar structure shall not exceed twenty (20) feet as measured to the highest part of the structure. The setback requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of said setback will cause an undue burden on the ability to effectively use the property.
 - (b) All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material which is designed to meet the requirements of a minimum four-ton axle load.
 - (c) The facility shall provide a minimum six-foot-high, solid, earth-tone-color, vinyl fence with a combination of shrubs [eighteen (18) inches to twenty-four (24) inches tall or three (3) feet to four (4) feet wide at the time of planting], understory trees [six (6) feet to eight (8) feet tall at the time of planting] and canopy trees [two and one-half (2 1/2) inches to three (3) inches caliper at the time of planting] as recommended by the Planning and Zoning Commission and approved by the City Council along all borders of the property directly abutting a residentially zoned property. These requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of the setback will cause an undue burden on the ability to effectively use the property.
- d. Microbreweries, brew pubs, craft distilleries, bars and wineries. [**Ord. No. 22-088, 7-12-2022**]
- (1) Conditional Use Regulations. Due to the potential negative secondary effects of the location and operations of establishments that predominantly sell intoxicating beverages, the City Council may place additional regulations on these uses to reduce or eliminate these effects, including, but not limited to, hours of operation, separation and location restrictions, noise levels, and the manner of operation.
- e. Shipping container structures. [**Ord. No. 21-019, 2-2-2021** ³]
- (1) Conditional Use Regulations.
 - (a) Shipping container structures shall be painted or treated so as to prevent rust. [**Ord. No. 22-088, 7-12-2022**]

3. Editor's Note: This ordinance redesignated former Subsection (C)(1)(e) through (g) as Subsection C(1)(f) through (h), respectively.

- (b) Shipping container structures shall be affixed to a permanent foundation. **[Ord. No. 22-088, 7-12-2022]**
 - (c) Shipping container structures shall be certified by a Missouri licensed professional engineer as structurally sound, shall be fully compliant with Chapter 500, and shall be a permanent structure. **[Ord. No. 22-088, 7-12-2022]**
 - (d) This Subsection shall not supersede the availability of temporary commercial storage containers permitted via Section 400.520.
 - f. Secondhand sales.
 - g. Taxicab stations and stands.
 - h. Taxidermy.⁴
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- D. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "C-2" District:
- 1. Minimum lot area: ten thousand (10,000) square feet.
 - 2. Minimum lot width at the building line: none.
 - 3. Minimum lot depth: none.
 - 4. Maximum height of building: three (3) stories or forty-five (45) feet.

"GPRS" bonus:

All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential zoning district.
 - 5. Minimum setbacks measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.

"GPRS" bonus:

Tiers 1 and 2: twenty (20) feet.

Tier 3: fifteen (15) feet.
 - b. Side yard setback: none, except twenty (20) feet when abutting a residential district.

"GPRS" bonus:

4. Editor's Note: Former Subsection (C)(1)(i), regarding any permitted use that applies for a liquor license, was repealed 7-12-2022 by Ord. No. 22-088.

All tiers: none, except twenty (20) feet when abutting a residential district.

- c. Rear yard setback: none, except twenty (20) feet when abutting a residential district.

"GPRS" bonus:

All tiers: none, except twenty (20) feet when abutting a residential district.

6. Maximum floor area in square feet: none.
7. Public Utilities. Requirements are contained in Section 400.610.
8. Off-Street Parking And Loading.
 - a. No parking shall be permitted in a required front yard.
 - b. Additional requirements are contained in Article V, Division 1, Parking.
9. Protective Screening.
 - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
 - b. Where a "C-2" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least twenty (20) feet in width shall be provided and maintained along the appropriate property line by the users of the "C-2" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The twenty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:
 - (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening; or
 - (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

- c. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage, unless screened from the street, adjacent properties or any residential district by fences or walls as approved by the Planning and Zoning Commission.

Section 400.170. "R-3A" Multiple-Family Residential District. [R.O. 2011 § 400.170; R.O. 2009 § 156.028; CC 1981 § 30-29; Ord. No. 77-31, 7-5-1977; Ord. No. 82-29, 4-21-1982; Ord. No. 90-188, 7-18-1990; Ord. No. 98-209, 5-15-1998; Ord. No. 99-53, 2-4-1999; Ord. No. 99-205, 6-3-1999; Ord. No. 99-344, 10-7-1999; Ord. No. 04-176, 8-4-2004; Ord. No. 10-244 § 1, 11-18-2010]

- A. Purpose. The purpose of the "R-3A" Multiple-Family Residential District is to provide for a variety of housing types and residential densities as might be appropriate for row houses, garden apartments or townhouse developments in areas appropriately located for such use, which areas are well located with respect to major thoroughfares, shopping facilities and centers of employment.
- B. Permitted Uses. A building or land in the "R-3A" District shall be used only for the following purposes:
1. Any use permitted in the "R-1C," "R-1D" and "R-1E" Single-Family Residential District.
 2. Any use permitted in the "R-2" Two-Family Residential District.
 3. Apartment buildings, residential condominiums, townhouses, row houses and other types of multiple-family dwellings.
 4. Senior Housing Facilities. [Ord. No. 15-069 § 2, 4-21-2015]
- C. Permitted Accessory Uses. The following accessory uses are permitted in the "R-3A" District:
1. Any accessory use permitted in the "R-1C," "R-1D," "R-1E" and "R-2" residential districts.
 2. A laundry room for use of occupants of a multiple-family dwelling development.
 3. An office located in a main building for administration of a multiple-family development containing ten (10) or more dwelling units.
 4. Coin-operated vending machines for candy, tobacco, ice, soft drinks and sundries located inside a building and for the use of occupants of a multiple-family dwelling development.
 5. Club and recreational facility for use of occupants of a multiple-family development.
- D. Conditional Uses.
1. The following uses may be permitted in the "R-3A" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Conditional uses in any "R-1" or "R-2" zoning district.
 - b. Congregate care facilities.

- c. Hospitals and orphanages, subject to the requirements of Section 400.440.
 - d. Store for sale of food and sundries, not exceeding one thousand (1,000) square feet of total floor area, inside a multiple-family dwelling development and primarily for the convenience of residents of a multiple-family development.
 2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "R-3A" District:
 1. Minimum lot area: ten thousand (10,000) square feet.
 2. Minimum lot width:
 - a. Minimum width at the building line: seventy-five (75) feet.
 - b. Minimum street frontage: twenty-five (25) feet.
 3. Minimum lot depth: one hundred twenty-five (125) feet.
 4. Maximum height of building: three (3) stories or forty-five (45) feet.
 5. Minimum setback requirements measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.
 - b. Side yard setback: seven (7) feet.
 - c. Rear yard setback: twenty-five (25) feet.
 - d. Minimum horizontal distance between buildings on the same lot: thirty (30) feet.
 6. Maximum Lot Coverage. Not more than forty percent (40%) of the lot area shall be covered by the principal buildings and accessory structures.
 7. Residential Density. The density shall not exceed eighteen (18.0) dwelling units per acre (DU/A).
 8. Protective Screening. All exterior solid waste containers and container racks or stands for a multiple-family dwelling shall be screened from public view by an enclosure which complies with the requirements contained in Section 400.965(B)(4).
 9. Public Utilities. Requirements are contained in Section 400.610.
 10. Off-Street Parking And Loading. Requirements are contained in Article V, Division 1, Parking.

Bill No. 14046

Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "C-2" GENERAL BUSINESS DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENCE DISTRICT A 1.57 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT THE SOUTHEAST CORNER OF MUEGGE ROAD AND SOUTH OLD HIGHWAY 94.

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 December 8, 2025, meeting and made a favorable recommendation (7 in favor, 2 abstained, 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 1.57 acre (more or less) tract of land located at the southeast corner of Muegge Road and South Old Highway 94 is rezoned from St. Charles County Zoning District "R1E" Single-Family Residence District to St. Charles City Zoning District "C-2" General Business 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. 14046

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/17/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



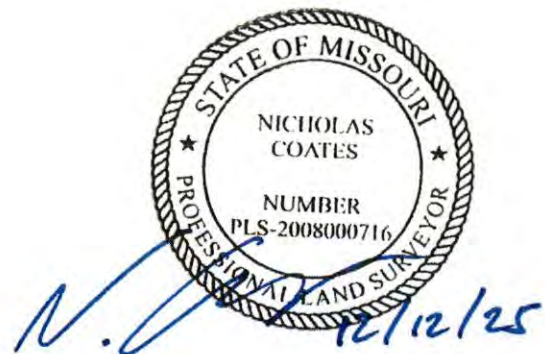


St. Louis | Kansas City | Union | Wentzville | Ozark | Osage Beach | Farmington

COMMERCIAL LOT DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 8, OF BLOCK 8, OF STEEN AND CUNNINGHAMS SUBDIVISION OF A PART OF THE COMMONS OF ST. CHARLES IN US SURVEY 3280, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, DRAWER E-2 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION , SAID POINT ALSO BEING ON THE CENTERLINE OF HEMSATH ROAD, A 40 FOOT WIDE PUBLIC ROAD; THENCE NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 160.43 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT 2022R-061669 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 32 DEGREES 47 SECONDS 40 SECONDS WEST 182.32 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT 2021R-016597 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG SAID SOUTH LINE NORTH 64 DEGREES 08 MINUTES 50 SECONDS EAST 47.50 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 210.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 65 DEGREES 07 MINUTES 42 SECONDS WEST 189.39 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED HEMSATH ROAD; THENCE ALONG SAID EAST LINE NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 139.13 FEET; THENCE NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 5.00 FEET; THENCE NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 136.74 FEET; THENCE NORTH 05 DEGREES 45 MINUTES 08 SECONDS EAST 52.98 FEET TO A POINT ON THE SOUTH LINE OF SOUTH OLD HIGHWAY 94, A PUBLIC ROAD OF VARIABLE WIDTH; THENCE ALONG SAID SOUTH LINE NORTH 73 DEGREES 31 MINUTES 49 SECONDS EAST 20.00 FEET; THENCE NORTH 18 DEGREES 09 MINUTES 12 SECONDS WEST 10.00 FEET; THENCE NORTH 57 DEGREES 12 MINUTES 19 SECONDS EAST 21.89 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 48 SECONDS EAST 107.05 FEET; THENCE NORTH 79 DEGREES 44 MINUTES 47 SECONDS EAST 63.30 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 21 DEGREES 44 MINUTES 45 SECONDS EAST 297.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 68231 SQUARE FEET, OR 1.57 ACRES ACCORDING TO CALCULATIONS MADE BY COCHRAN ENGINEERING DURING DECEMBER, 2025.



RCA FORM (OFFICE USE ONLY)

Bill # 14047

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 5 upon annex

Sponsor(s): Denise Mitchell

Description:

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.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to establish zoning for 5.0 acres of a 6.57-acre tract 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. Establishing R-3A zoning upon annexation is compatible with the surrounding development pattern and helps close a remaining pocket of unincorporated county within the City. A 34-unit townhouse development is associated with the proposed zoning, with a preliminary plat also on the January 6, 2026 City Council agenda (SUB-2025-04). If approved, the property would comply with the regulations of the R-3A Multiple Family Residential District.

The Planning and Zoning Commission held a public hearing on this item at their December 8, 2025 meeting where the applicant spoke and there were 3 speakers from the public with general questions/concerns regarding existing utilities and other project specifics. The Commission voted 7 in favor, 2 abstained, 0 opposed to forward the application to the City Council with a favorable recommendation, subject to the attached condition.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #9, 10, & 11

**STAFF REPORT
CASE NO. Z-2025-11, Z-2025-12, & SUB-2025-04
HAWTHORNE GROVE – PRELIMINARY PLAT**

**DECEMBER 8, 2025
BY MADELYN P. BROWN**

OWNER/APPLICANT: WOCO Partners LLC
2299 S Spoede Lane
Truesdale, MO 63380

ADDRESS/LOCATION: The property is generally located at the southeast corner of Muegge Road and S. Old Highway 94 - Ward 5 upon annexation & rezoning

ACREAGE: Overall 6.57 (more or less)

EXISTING ZONING: St. Charles County “R1E” Single Family Residence

REQUESTED ZONING: 1st C-2 General Business District (Z-2025-11)
2nd R-3 Multiple Family Residential District (Z-2025-12)

SURROUNDING ZONING:

<u>Direction</u>	<u>Zoning</u>	<u>Use</u>
North	R-1C Single Family Residential	Meeting Facility
South	C2 General Commercial District (County)	Commercial
East	R1E Single-Family Residential District (County)	Single-Family Dwelling
West	R1E Single-Family Residential District (County)	Single-Family Dwelling

REQUEST

The applicant has submitted three (3) applications for a commercial and residential development within the City of St. Charles:

1. To annex and establish zoning for 1.57 acres of an overall 6.57 acre tract of land from St. Charles County “R1E” Single Family Residence to the City of St. Charles “C-2” General Business District (Z-2025-11).
2. To annex and establish the zoning for 5.0 acres of an overall 6.57 acre tract of land, from St. Charles County “R1E” Single Family Residence to the City of St. Charles “R-3A” Multiple-Family Residential District (Z-2025-12).
3. A preliminary plat to construct thirty-four (34) attached townhomes with common ground

on the 5.0 acre tract proposed to be zoned R-3A Multiple-Family Residential District (SUB-2025-04).

This report will analyze the appropriateness of each application.

The attached Preliminary Plat (SUB-2025-04) identifies two (2) parcels, one (1) proposed commercial lot with uses available within C-2 General Business District, such as general retail, a restaurant and a coffee shop, and a proposed multi-family residential development containing 34 attached townhome buildings (7 units per acre – 18 units per acre is allowed via the requested zoning).

BACKGROUND

The R-3A District is designed for multi-family developments under single ownership, such as apartments or condominium projects 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). It does not provide standards for fee-simple townhomes subdivided into individual lots unless they meet the minimum lot standards of the R-3A district (see attached standards), even though townhouse dwellings are a permitted use. Similar individually owned townhouse projects in the City have been approved through Planned Development Residential (PD-R) zoning, such as Oakleigh Park (2021).

For this development, staff identified two (2) pathways:

1. Rezone to PD-R with an underlying R-3A district; or
2. Maintain straight R-3A zoning and seek variances through the Board of Adjustment.

Through review, staff and the applicant determined that retaining straight R-3A zoning and pursuing the necessary variances is the most appropriate approach. The applicant did explore a PD-R zoning alternative to avoid variances from R-3A standards; however, the PD option would have required landscape buffers that cannot be accommodated on this site and would have resulted in even greater variances. The applicant has requested three (3) variances for the residential portion of the project: reducing the minimum lot width from 75 feet to 26 feet; reducing the minimum lot depth for Lots 31–34 from 125 feet to 98.7 feet; and reducing the minimum side yard setback from 7 feet to 0 feet. These variances were originally scheduled for Board of Adjustment review on December 1, 2025 but were postponed due to the cancelation of the meeting based on City Hall being closed from inclement weather and are now scheduled for the January 5, 2026 meeting. While BOA action typically precedes the Planning and Zoning Commission review, the delay was outside the applicant's control; therefore, the preliminary plat is being presented to Planning and Zoning Commission first. A condition has been added stating that preliminary plat approval is contingent upon approval of all three (3) variances.

ANALYSIS OF ANNEXATION/ESTABLISHMENT OF ZONING **(Z-2025-11 & Z-2025-12)**

The 6.57 acre tract currently consists of a single parcel that the applicant proposes to divide into a 1.57 acre commercial lot and a 5.0-acre residential lot as part of an annexation request. The 1.57 acre parcel is proposed to be zoned C-2 General Commercial District upon annexation, while the 5.0 acre parcel is proposed to be zoned R-3A Multiple-Family Residential District to accommodate

an attached townhome development.

C-2 Zoning Analysis (Z-2025-11)

As shown on Figure 1, below on Page 4, the proposed 1.57 acre commercial parcel is directly adjacent to C-2 zoned properties, and the South Old Highway 94 corridor contains a mix of commercial and residential uses. The yellow and brown shading indicate residential zoning/uses, the pink and red indicate commercial, and the grey indicates industrial. Although a specific future use has not been identified, all permitted and conditionally permitted uses within the C-2 District would apply (see attached district regulations). Establishing C-2 zoning upon annexation is compatible with the surrounding development pattern and supports closing a remaining pocket of unincorporated county within the City. If developed for commercial purposes, a future site plan requiring City review, would be required prior to development.

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 closest to Activity Center #4 (Page Avenue/ Highway 94). This Activity Center includes a mix of uses; residential, commercial, and industrial uses on both sides of Capitol Drive. Given the established commercial zoning in this area, assigning a C-2 zoning designation is appropriate and fits well within the existing development pattern.

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 establishment of zoning to C-2 General Commercial District.

R-3A Zoning Analysis (Z-2025-12)

Also shown on Figure 1, below on Page 4, the proposed R-3A zoning for the remaining 5.0 acres aligns with adjacent residential zoning and land uses under both City of St. Charles and St. Charles County jurisdictions. This portion of the property also lies within the mixed-use South 94 corridor, where residential and commercial uses are located in close proximity. The requested R-3A designation is therefore appropriate for the planned attached townhome development and facilitates the incorporation of this unincorporated area into the City.

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 closest to Activity Center #4 (Page Avenue/ Highway 94). As indicated above, this Activity Center is mixed use adjacent to First Capitol Drive, with a mix of residential, commercial, and industrial uses located nearby to this center. These existing neighborhood conditions are well suited for a higher density, townhouse subdivision such as what is being proposed.

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 establishment of zoning to R-3A Multi-Family Residential District.

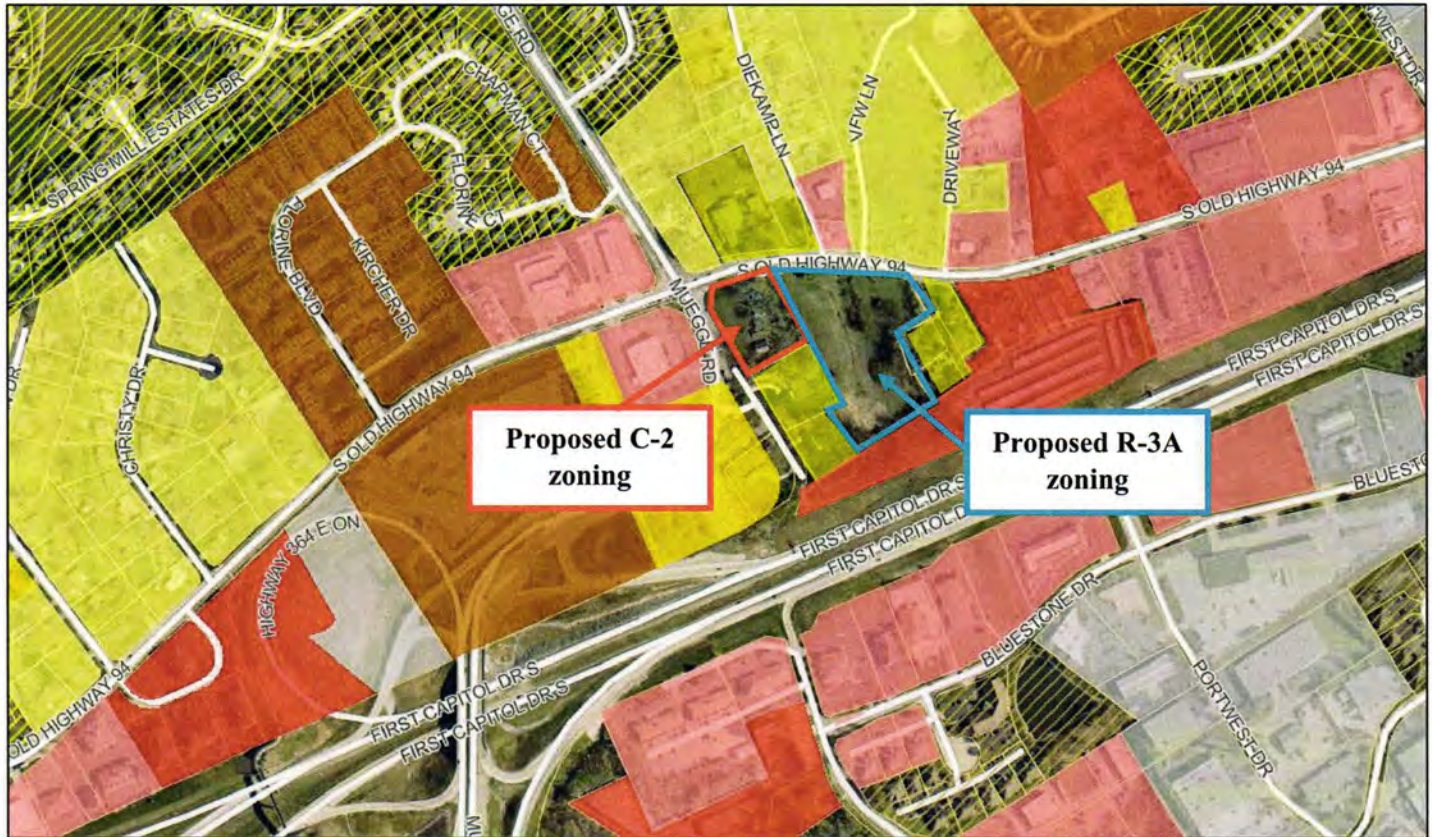


Figure 1: Area zoning map.

ANALYSIS OF THE PRELIMINARY PLAT **(SUB-2025-04)**

Overview

The Applicant has submitted a Preliminary Plat application for a new subdivision, consisting of thirty-four (34) attached townhomes with common ground under the R-3A zoning district. 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.

Density

The R-3A zoning district establishes a maximum density of 18 units per acre. Based upon this maximum, a total of 90 residential units could be permitted as part of this development. The submitted Preliminary Plat proposes a total of 34 units, with an overall density of 6.8 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. The proposed density is typical of this style of development and would be compatible within the mixed-use corridor at the corner of Muegge Road and South Old Highway 94.

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 two car garage located at the front of the dwelling along the access drive. Samples of the proposed elevations are illustrated in Figure 2, below. As attached single-family dwellings, the proposed structures are exempt from the masonry standards. The elevations have been included for reference only, and do not require approval from the Commission.



Figure 2: Elevations of the proposed structures.

Access/Transportation

A 26-foot wide public roadway (Hawthorne Grove Court) is proposed to access the majority of the townhome driveways, leading to the two-car garages and main entrances. Hawthorne Grove Court will end in a cul-de-sac with a mailbox cluster and four (4) parallel parking spaces to serve residents. Four (4) of the units will be accessed by an existing roadway, which is to be paved and also made a 26-foot wide public roadway (Hawthorne Trail). Each entrance to the subdivision is located along South Old Highway 94, with Hawthorne Grove Court towards the east and Hawthorne Trail to the West. 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.

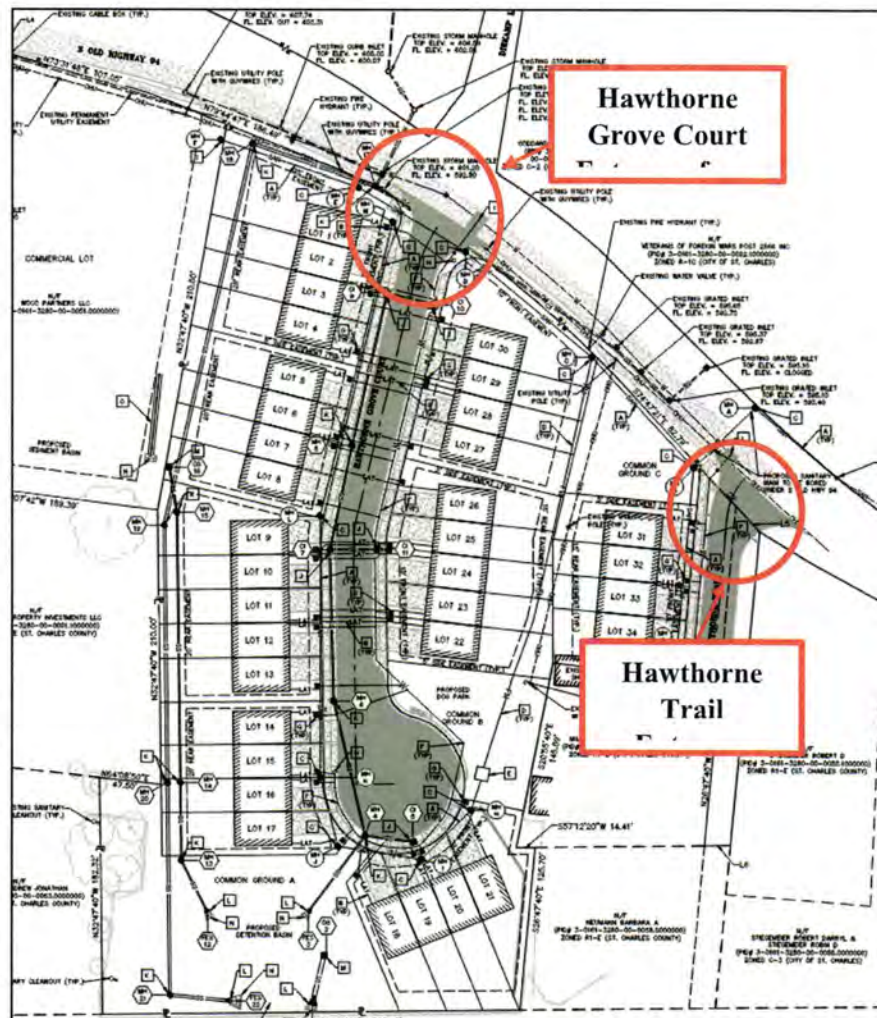


Figure 3: Proposed access points.

Open Space/Amenities/Landscaping

A total of 0.98 acres of common ground has been provided. The developer will also incorporate a dog park as an added amenity for residents. Additionally, a stormwater detention area is proposed at the southwestern portion of the site. While provided, minimum common open space is not a requirement of the R-3A zoning district.

The City's Tree Preservation Ordinance requires either preservation, replacement of at least 50% of all live trees ten (10) inches or greater in diameter breast height (DBH) on the development site or a payment into the tree fund to account for removal over 50%. Per the submitted plan, approximately 140 cumulative inches (DBH) of existing trees are proposed for removal, with 42 inches to remain (removal of more than 50% of existing mass). In order to achieve compliance with tree preservation standards, 28 trees are to be planted on site. The trees are proposed to be planted along the South Old Highway 94 frontage, within common ground, and along the frontages of units.

STAFF RECOMMENDATION

After review of the two (2) zoning requests (including the proposed preliminary plat), the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the annexation/establishment of zoning requests and preliminary plat are appropriate and are consistent with the zoning of the surrounding area. The Department of Community Development recommends that these requests be forwarded to the City Council with a favorable recommendation, subject to the condition on application SUB-2025-04, listed below:

1. Approval of the preliminary plat is contingent upon approval by the Board of Adjustment of all three variances associated with the project (minimum lot width, minimum lot depth for Lots 31-34, and minimum side yard setback).

Recommended Motions:

1. Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-11 and Z-2025-12.
2. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-11.
3. Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-12.
4. Motion to forward a **favorable** recommendation of approval to the City Council for a new Preliminary Development Plat (Hawthorne Grove) per SUB-2025-04, subject to the condition recommended by staff.

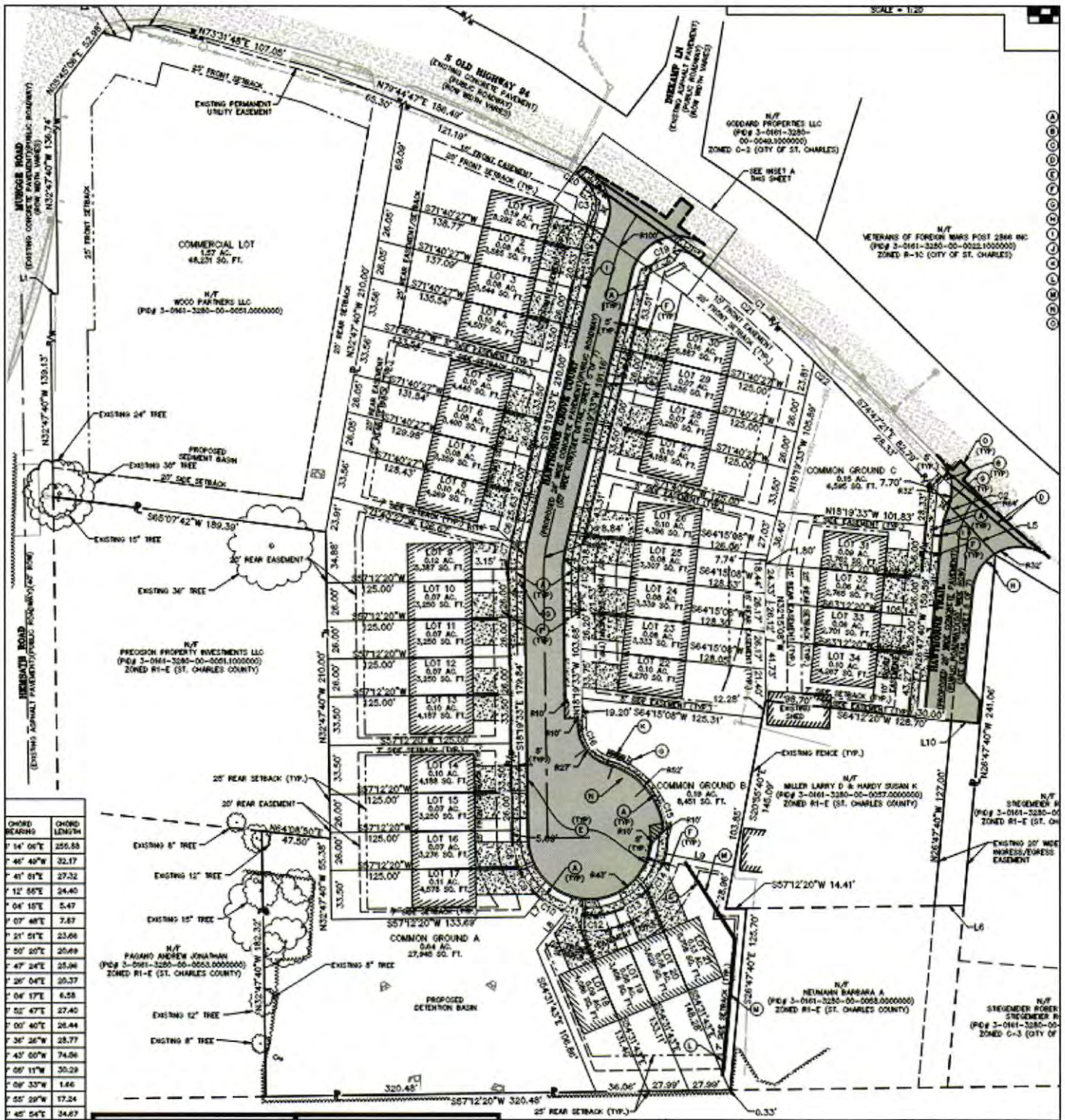
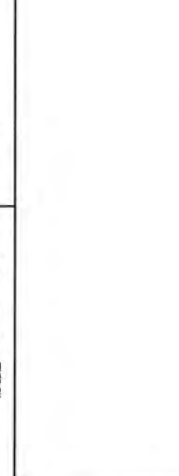
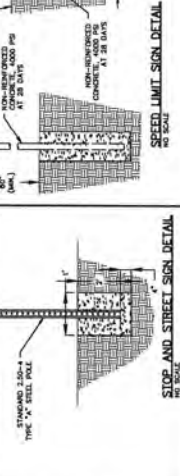
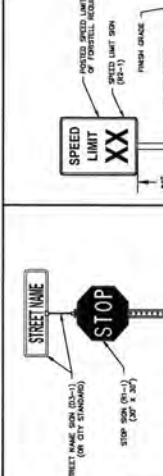
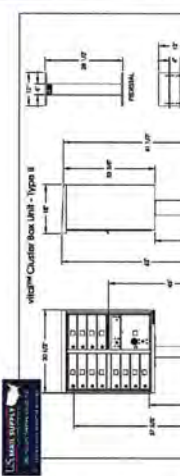
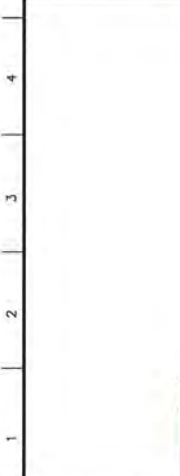
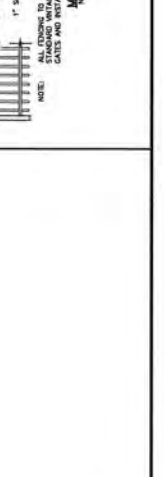
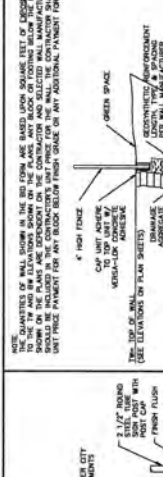
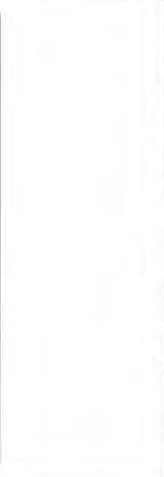
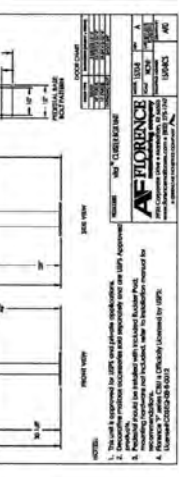
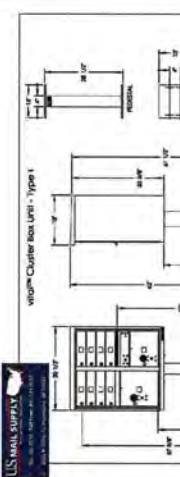
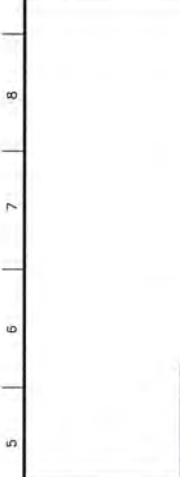
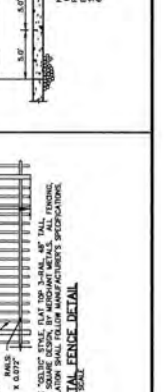
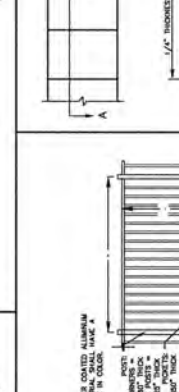
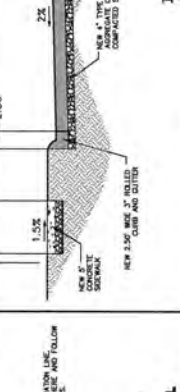
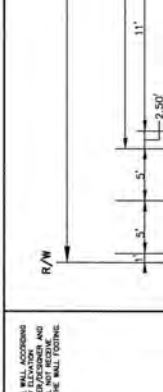
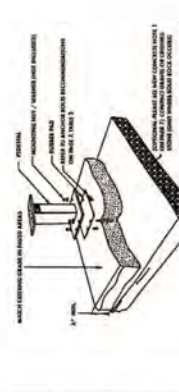
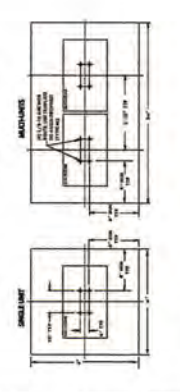
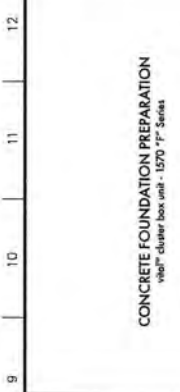
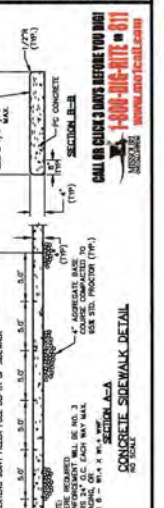
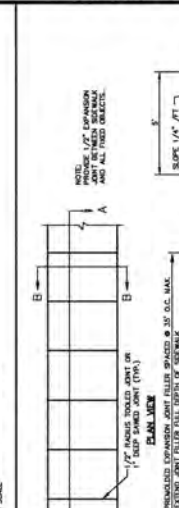
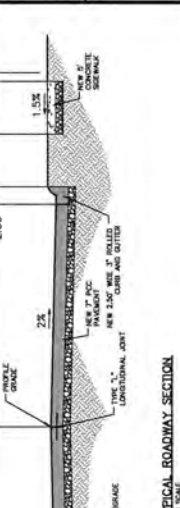
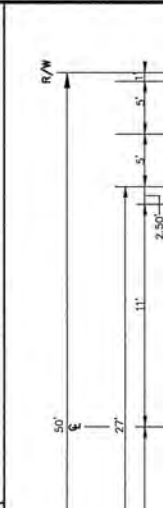
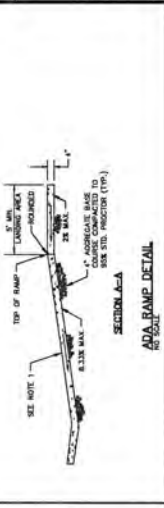
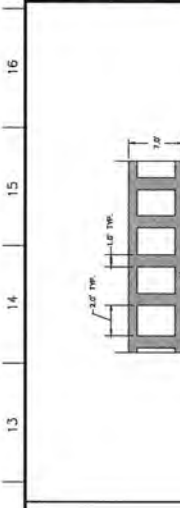
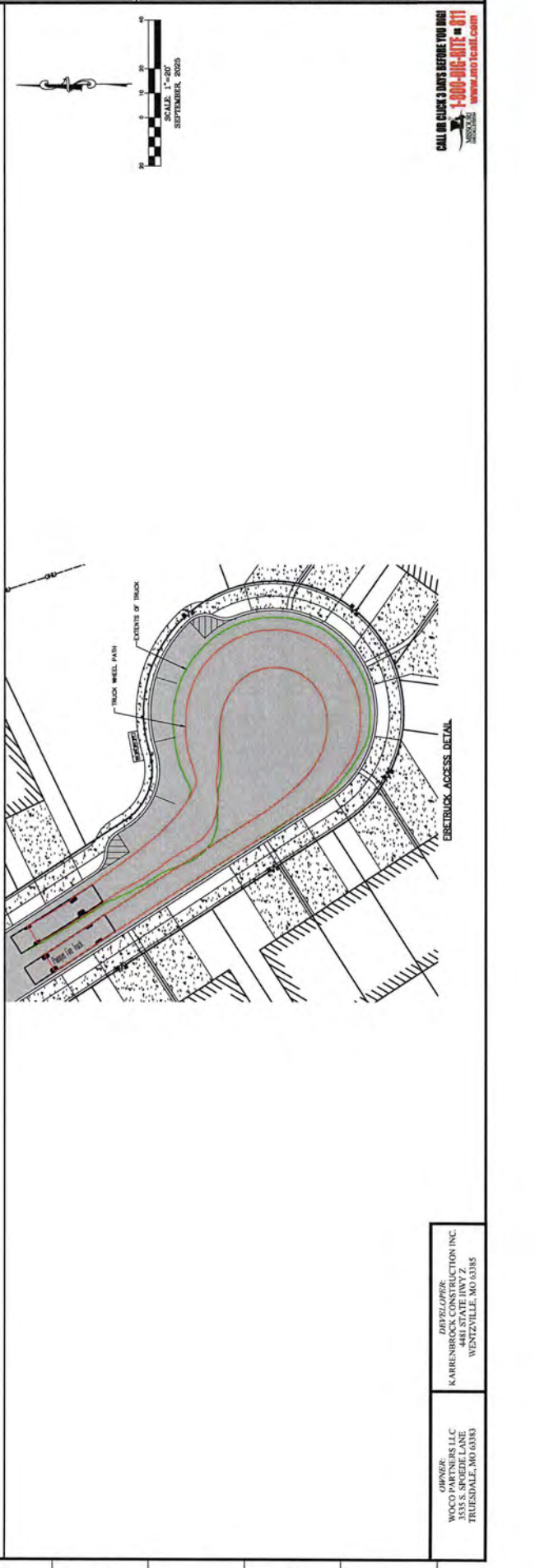
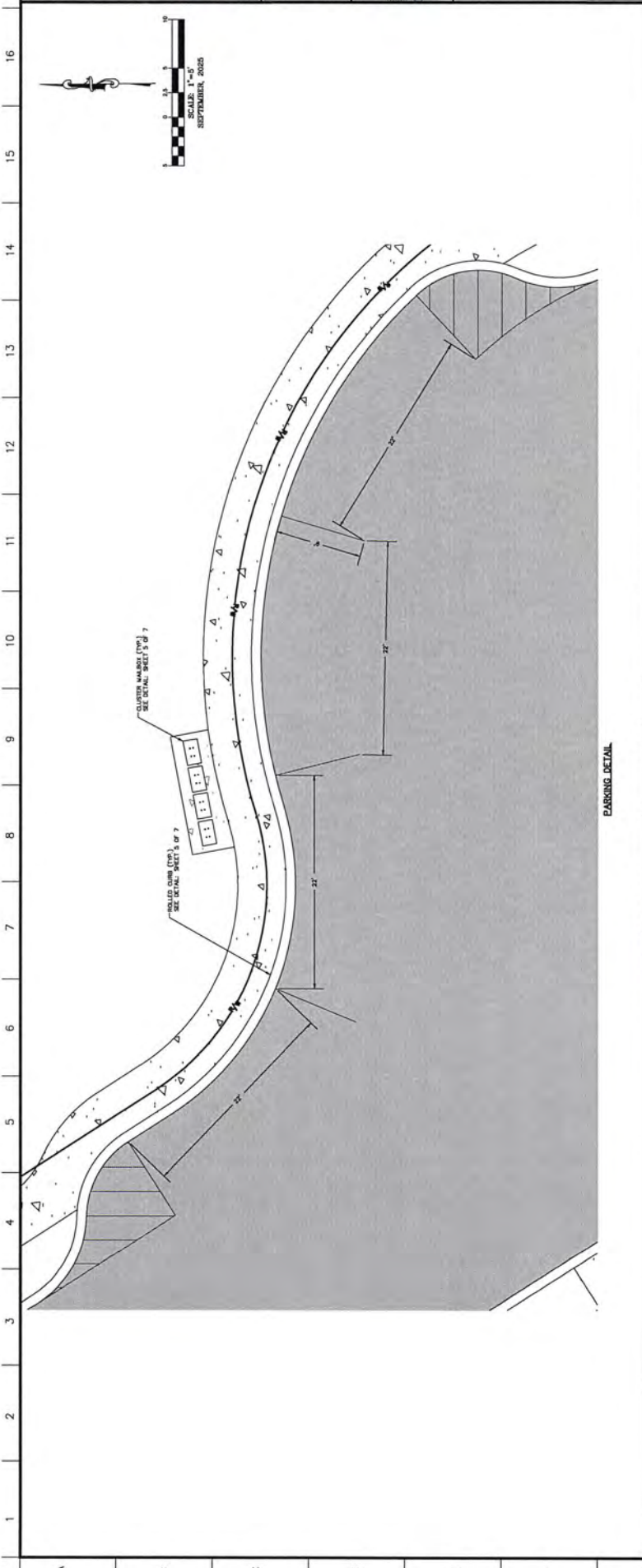


Figure 4: Submitted Site Plan.



Figure 5: Aerial view of subject property.





PRELIMINARY PLAT

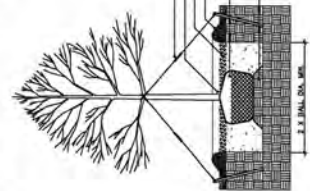


LINE TABLE

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3	S 07° 15' 30.00" W	3.00
4	S 07° 15' 30.00" W	3.00
5	S 07° 15' 30.00" W	3.00
6	S 07° 15' 30.00" W	3.00
7	S 07° 15' 30.00" W	3.00
8	S 07° 15' 30.00" W	3.00
9	S 07° 15' 30.00" W	3.00
10	S 07° 15' 30.00" W	3.00
11	S 07° 15' 30.00" W	3.00
12	S 07° 15' 30.00" W	3.00
13	S 07° 15' 30.00" W	3.00
14	S 07° 15' 30.00" W	3.00
15	S 07° 15' 30.00" W	3.00
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27	S 07° 15' 30.00" W	3.00
28	S 07° 15' 30.00" W	3.00
29	S 07° 15' 30.00" W	3.00
30	S 07° 15' 30.00" W	3.00
31	S 07° 15' 30.00" W	3.00
32	S 07° 15' 30.00" W	3.00

CURVE TABLE

CURVE #	ARC LENGTH	CHORD	CHORD BEARING	CHORD LENGTH
C1	256.81	872.18	S 83° 14' 00" W	256.81
C2	32.12	153.00	N 70° 46' 00" W	32.12
C3	20.08	20.00	S 47° 41' 31" W	20.08
C4	24.44	125.00	S 07° 12' 50" W	24.44
C5	5.48	125.00	S 07° 12' 50" W	5.48
C6	7.87	125.00	S 07° 12' 50" W	7.87
C7	23.89	125.00	S 07° 12' 50" W	23.89
C8	20.00	20.00	S 47° 41' 31" W	20.00
C9	32.12	153.00	N 70° 46' 00" W	32.12
C10	256.81	872.18	S 83° 14' 00" W	256.81
C11	27.71	54.00	N 63° 52' 00" W	27.71
C12	26.71	54.00	N 63° 52' 00" W	26.71
C13	26.71	54.00	N 63° 52' 00" W	26.71
C14	26.71	54.00	N 63° 52' 00" W	26.71
C15	26.71	54.00	N 63° 52' 00" W	26.71
C16	26.71	54.00	N 63° 52' 00" W	26.71
C17	16.6	75.00	N 63° 52' 00" W	16.6
C18	17.28	75.00	N 63° 52' 00" W	17.28
C19	17.77	26.14	N 63° 52' 00" W	17.77
C20	13.5	872.18	S 83° 14' 00" W	13.5
C21	105.14	872.18	S 83° 14' 00" W	105.14
C22	46.11	872.18	S 83° 14' 00" W	46.11



DECIDUOUS TREE PLANTING
 3.3" DIA. DIA. WEL.
 3.3" DIA. DIA. WEL.

PLANT SCHEDULE

FILE	CITY	BOTANICAL NAME	COMMON NAME	AMOUNT	SIZE	SPACING	TYPE
1	ST. CHARLES	Quercus macrocarpa	White Oak	2	1.5" W	20' SPACING	TRP

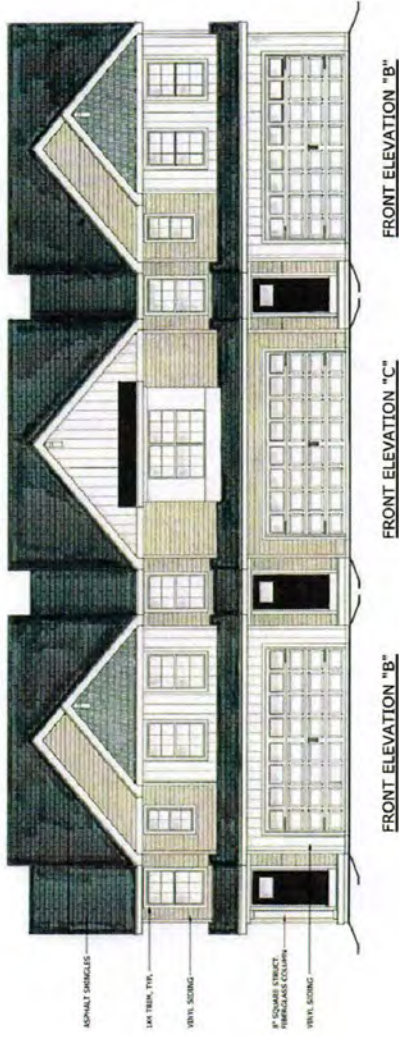


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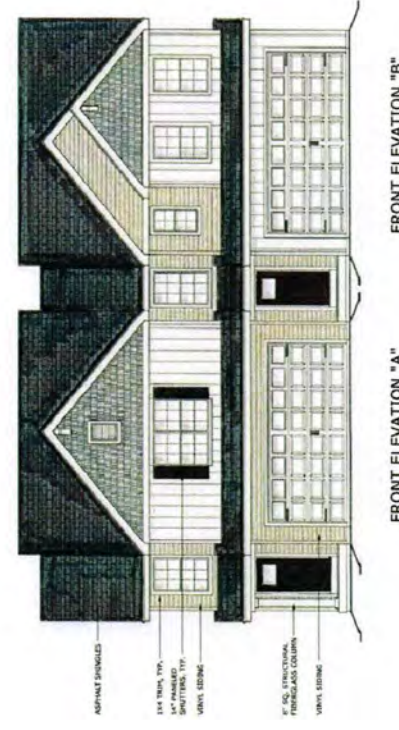
LANDSCAPE REQUIREMENTS
 ALL UNIMPAVED AREAS TO BE SEEDDED.
 ALL UNIMPAVED LOT LANDSCAPING TO BE FINISHED BY FUTURE SITE PLAN.
 ALL UNIMPAVED AREAS TO BE SEEDDED.
 ALL UNIMPAVED LOT LANDSCAPING TO BE FINISHED BY FUTURE SITE PLAN.
 ALL UNIMPAVED AREAS TO BE SEEDDED.
 ALL UNIMPAVED LOT LANDSCAPING TO BE FINISHED BY FUTURE SITE PLAN.

OWNER:
 WOOD HOLLOW LLC
 1635 SHEDDEN LANE
 TRUESDALE, MO 63181

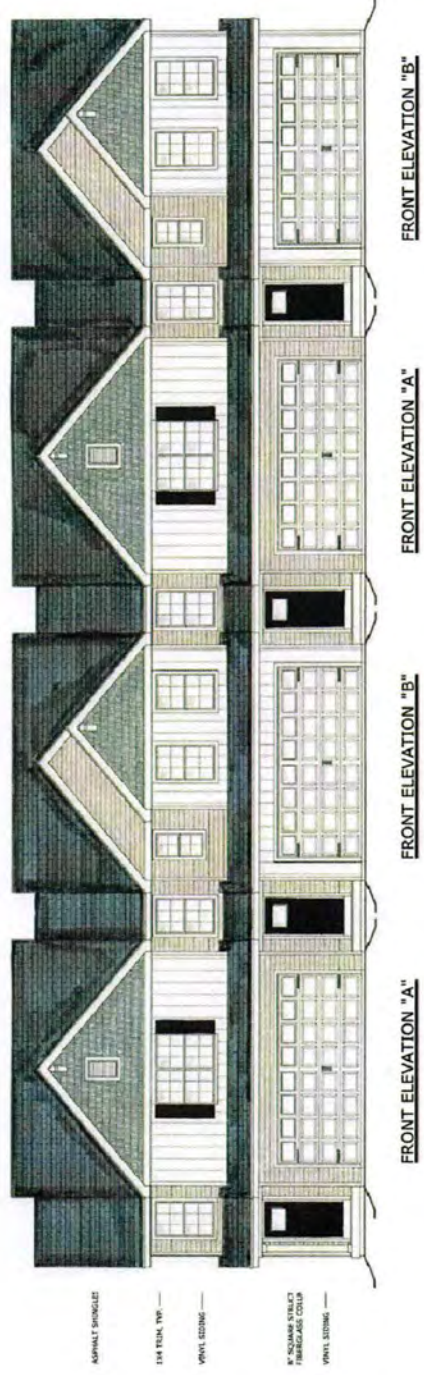
DEVELOPER:
 KARENBERGER LUTION INC
 444 STATE HWY 2
 WENTZVILLE, MO 63385



FRONT ELEVATION "B"



FRONT ELEVATION "A"



FRONT ELEVATION "B"

FRONT ELEVATION "A"

FRONT ELEVATION "B"

FRONT ELEVATION "A"

Section 400.220. "C-2" General Business District.¹ [R.O. 2011 § 400.220; R.O. 2009 § 156.033; CC 1981 § 30-34; Ord. No. 77-31, 7-5-1977 ; Ord. No. 79-38, 5-2-1979 ; Ord. No. 79-85, 8-29-1979 ; Ord. No. 82-29, 4-21-1982 ; Ord. No. 89-36, 2-23-1989 ; Ord. No. 90-188, 7-18-1990 ; Ord. No. 91-115, 6-4-1991 ; Ord. No. 94-230, 9-7-1994 ; Ord. No. 96-46, 2-21-1996 ; Ord. No. 98-209, 5-15-1998 ; Ord. No. 99-53, 2-4-1999 ; Ord. No. 99-205, 6-3-1999 ; Ord. No. 99-288, 8-17-1999 ; Ord. No. 00-78, 4-5-2000 ; Ord. No. 01-71, 4-18-2001 ; Ord. No. 01-156, 7-19-2001 ; Ord. No. 02-130, 5-28-2002 ; Ord. No. 04-176, 8-4-2004 ; Ord. No. 05-65, 3-7-2005 ; Ord. No. 06-273, 9-27-2006 ; Ord. No. 06-357, 12-20-2006 ; Ord. No. 08-123, 6-18-2008 ; Ord. No. 09-47, 3-20-2009 ; Ord. No. 09-227, 12-10-2009 ; Ord. No. 10-115 § 1, 6-9-2010 ; Ord. No. 10-244 § 1, 11-18-2010 ; Ord. No. 11-106 § 3, 6-9-2011]

- A. Purpose. The purpose of the "C-2" General Business District is to provide sufficient space in appropriate locations for a variety of commercial and service activities generally serving a wide area and located particularly along certain existing major thoroughfares where a general mixture of commercial and service activity now exists, but which uses are not characterized by warehousing, frequent heavy trucking activity, open storage of material or the nuisance factors of dust, odor and noise associated with manufacturing.
- B. Permitted Uses. A building or land in a "C-2" District shall be used only for the following purposes: [**Ord. No. 18-283, 12-18-2018**]
1. Any use permitted in the "O-I" Office Institution District or "C-1" Neighborhood Business District.
 2. Ambulance services, public or private.
 3. Amusement places, including dance halls and similar activities, subject to applicable City regulations. [**Ord. No. 22-088, 7-12-2022**]
 4. Archery ranges, provided that such range is approved by the Chief of Police.
 5. Building contractor establishment; outside storage shall be prohibited.
 6. One (1) dwelling unit is permitted above the first floor.
 7. Dry cleaning or laundry establishment. [**Ord. No. 22-088, 7-12-2022**]
 8. Equipment rental and leasing services, including lawn mower, yard and garden equipment, trailers (not mobile homes) and other such items, provided storage is within a completely enclosed building unless otherwise allowed through the conditional use process.
 9. Exterminators; outside storage of chemicals shall be prohibited.
 10. Hotels, motels or motor court/lodges, bed-and-breakfast establishments and inns. [**Ord. No. 22-088, 7-12-2022**]
 11. Meeting facility. [**Ord. No. 21-016, 1-19-2021** ²]

1. Cross Reference: As to penalty, § 400.1890.

2. Editor's Note: This ordinance provided for the redesignation of former Subsection (B)(11) through (14) as Subsection (B)(12) through (15), respectively.

12. Motor Vehicle Repair. Wrecked, disabled or inoperable motor vehicles shall not be stored anywhere on the property for more than thirty (30) days. Examples of permitted uses are tire repair and replacement, motor vehicle engine repair, muffler shops, body shops and motor vehicle paint shops. [**Ord. No. 18-284, 12-18-2018 ; Ord. No. 22-088, 7-12-2022**]
 13. Plumbing, heating and air-conditioning shop, upholstering shop (not involving furniture manufacture), appliance repairs and general service and repair establishments similar in character to those listed in this item. No outside storage of material is permitted.
 14. Recreational uses, outdoor.
 15. Schools for industrial training, trade or business.
- C. Conditional Uses. [**Ord. No. 14-113 § 1, 5-20-2014 ; Ord. No. 18-283, 12-18-2018 ; Ord. No. 21-078, 5-18-2021**]
1. The following uses may be permitted in the "C-2" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Any conditional use permitted in the "C-1" Neighborhood Business District unless otherwise permitted by the "C-2" District.
 - b. Indoor firearm ranges.
 - (1) Conditional Use Regulations.
 - (a) An indoor firearm range facility must be designed to offer a completely controlled shooting environment that includes impenetrable walls, floor and ceiling, adequate ventilation and lighting systems and acoustical treatment for sound attenuation suitable for the range's approved use.
 - (b) Noise levels at the nearest residential property line to an indoor firearm range shall not exceed thirty-five (35) decibels.
 - (c) Noise levels at the nearest commercial property line to an indoor firearm range shall not exceed forty-five (45) decibels.
 - (d) An indoor firearm range shall not operate between the hours of 10:00 P.M. and 7:00 A.M.
 - (e) An indoor firearm range must be authorized in writing by the Chief of Police and Building Code Official.
 - (f) The construction and operation of an indoor firearm range must comply with all State and Federal regulations.
 - c. Motor vehicle sales and rentals, new and used and temporary motor vehicle storage.
 - (1) Conditional Use Regulations.

- (a) The setback of any overhead canopy or similar structure shall be a minimum of ten (10) feet from all street rights-of-way lines, a minimum of twenty (20) feet from all residentially zoned property lines and shall be a minimum of five (5) feet from all other property lines. The total height of any overhead canopy or similar structure shall not exceed twenty (20) feet as measured to the highest part of the structure. The setback requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of said setback will cause an undue burden on the ability to effectively use the property.
 - (b) All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material which is designed to meet the requirements of a minimum four-ton axle load.
 - (c) The facility shall provide a minimum six-foot-high, solid, earth-tone-color, vinyl fence with a combination of shrubs [eighteen (18) inches to twenty-four (24) inches tall or three (3) feet to four (4) feet wide at the time of planting], understory trees [six (6) feet to eight (8) feet tall at the time of planting] and canopy trees [two and one-half (2 1/2) inches to three (3) inches caliper at the time of planting] as recommended by the Planning and Zoning Commission and approved by the City Council along all borders of the property directly abutting a residentially zoned property. These requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of the setback will cause an undue burden on the ability to effectively use the property.
- d. Microbreweries, brew pubs, craft distilleries, bars and wineries. [**Ord. No. 22-088, 7-12-2022**]
- (1) Conditional Use Regulations. Due to the potential negative secondary effects of the location and operations of establishments that predominantly sell intoxicating beverages, the City Council may place additional regulations on these uses to reduce or eliminate these effects, including, but not limited to, hours of operation, separation and location restrictions, noise levels, and the manner of operation.
- e. Shipping container structures. [**Ord. No. 21-019, 2-2-2021** ³]
- (1) Conditional Use Regulations.
 - (a) Shipping container structures shall be painted or treated so as to prevent rust. [**Ord. No. 22-088, 7-12-2022**]

3. Editor's Note: This ordinance redesignated former Subsection (C)(1)(e) through (g) as Subsection C(1)(f) through (h), respectively.

- (b) Shipping container structures shall be affixed to a permanent foundation. [Ord. No. 22-088, 7-12-2022]
 - (c) Shipping container structures shall be certified by a Missouri licensed professional engineer as structurally sound, shall be fully compliant with Chapter 500, and shall be a permanent structure. [Ord. No. 22-088, 7-12-2022]
 - (d) This Subsection shall not supersede the availability of temporary commercial storage containers permitted via Section 400.520.
- f. Secondhand sales.
 - g. Taxicab stations and stands.
 - h. Taxidermy.⁴
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- D. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "C-2" District:
- 1. Minimum lot area: ten thousand (10,000) square feet.
 - 2. Minimum lot width at the building line: none.
 - 3. Minimum lot depth: none.
 - 4. Maximum height of building: three (3) stories or forty-five (45) feet.
- "GPRS" bonus:
- All tiers: four (4) stories or sixty (60) feet, except when adjoining a residential zoning district.
- 5. Minimum setbacks measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.

"GPRS" bonus:

Tiers 1 and 2: twenty (20) feet.

Tier 3: fifteen (15) feet.

 - b. Side yard setback: none, except twenty (20) feet when abutting a residential district.

"GPRS" bonus:

4. Editor's Note: Former Subsection (C)(1)(i), regarding any permitted use that applies for a liquor license, was repealed 7-12-2022 by Ord. No. 22-088.

All tiers: none, except twenty (20) feet when abutting a residential district.

- c. Rear yard setback: none, except twenty (20) feet when abutting a residential district.

"GPRS" bonus:

All tiers: none, except twenty (20) feet when abutting a residential district.

6. Maximum floor area in square feet: none.
7. Public Utilities. Requirements are contained in Section 400.610.
8. Off-Street Parking And Loading.
 - a. No parking shall be permitted in a required front yard.
 - b. Additional requirements are contained in Article V, Division 1, Parking.
9. Protective Screening.
 - a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section 400.965(B)(4).
 - b. Where a "C-2" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least twenty (20) feet in width shall be provided and maintained along the appropriate property line by the users of the "C-2" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2 1/2) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2 1/2) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The twenty-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:
 - (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening; or
 - (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

- c. Outdoor Storage. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage, unless screened from the street, adjacent properties or any residential district by fences or walls as approved by the Planning and Zoning Commission.

Section 400.170. "R-3A" Multiple-Family Residential District. [R.O. 2011 § 400.170; R.O. 2009 § 156.028; CC 1981 § 30-29; Ord. No. 77-31, 7-5-1977; Ord. No. 82-29, 4-21-1982; Ord. No. 90-188, 7-18-1990; Ord. No. 98-209, 5-15-1998; Ord. No. 99-53, 2-4-1999; Ord. No. 99-205, 6-3-1999; Ord. No. 99-344, 10-7-1999; Ord. No. 04-176, 8-4-2004; Ord. No. 10-244 § 1, 11-18-2010]

- A. Purpose. The purpose of the "R-3A" Multiple-Family Residential District is to provide for a variety of housing types and residential densities as might be appropriate for row houses, garden apartments or townhouse developments in areas appropriately located for such use, which areas are well located with respect to major thoroughfares, shopping facilities and centers of employment.
- B. Permitted Uses. A building or land in the "R-3A" District shall be used only for the following purposes:
1. Any use permitted in the "R-1C," "R-1D" and "R-1E" Single-Family Residential District.
 2. Any use permitted in the "R-2" Two-Family Residential District.
 3. Apartment buildings, residential condominiums, townhouses, row houses and other types of multiple-family dwellings.
 4. Senior Housing Facilities. **[Ord. No. 15-069 § 2, 4-21-2015]**
- C. Permitted Accessory Uses. The following accessory uses are permitted in the "R-3A" District:
1. Any accessory use permitted in the "R-1C," "R-1D," "R-1E" and "R-2" residential districts.
 2. A laundry room for use of occupants of a multiple-family dwelling development.
 3. An office located in a main building for administration of a multiple-family development containing ten (10) or more dwelling units.
 4. Coin-operated vending machines for candy, tobacco, ice, soft drinks and sundries located inside a building and for the use of occupants of a multiple-family dwelling development.
 5. Club and recreational facility for use of occupants of a multiple-family development.
- D. Conditional Uses.
1. The following uses may be permitted in the "R-3A" District as conditional uses if approved by the City Council following recommendation by the Planning and Zoning Commission:
 - a. Conditional uses in any "R-1" or "R-2" zoning district.
 - b. Congregate care facilities.

- c. Hospitals and orphanages, subject to the requirements of Section 400.440.
 - d. Store for sale of food and sundries, not exceeding one thousand (1,000) square feet of total floor area, inside a multiple-family dwelling development and primarily for the convenience of residents of a multiple-family development.
2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.
- E. Design Standards. (See also Article III, Division 2, Design Standards, for additional regulations.) The following design standards are required in the "R-3A" District:
1. Minimum lot area: ten thousand (10,000) square feet.
 2. Minimum lot width:
 - a. Minimum width at the building line: seventy-five (75) feet.
 - b. Minimum street frontage: twenty-five (25) feet.
 3. Minimum lot depth: one hundred twenty-five (125) feet.
 4. Maximum height of building: three (3) stories or forty-five (45) feet.
 5. Minimum setback requirements measured from building line to property line:
 - a. Front yard setback: twenty-five (25) feet.
 - b. Side yard setback: seven (7) feet.
 - c. Rear yard setback: twenty-five (25) feet.
 - d. Minimum horizontal distance between buildings on the same lot: thirty (30) feet.
 6. Maximum Lot Coverage. Not more than forty percent (40%) of the lot area shall be covered by the principal buildings and accessory structures.
 7. Residential Density. The density shall not exceed eighteen (18.0) dwelling units per acre (DU/A).
 8. Protective Screening. All exterior solid waste containers and container racks or stands for a multiple-family dwelling shall be screened from public view by an enclosure which complies with the requirements contained in Section 400.965(B)(4).
 9. Public Utilities. Requirements are contained in Section 400.610.
 10. Off-Street Parking And Loading. Requirements are contained in Article V, Division 1, Parking.

Bill No. 14047

Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “R-3A” MULTIPLE FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “R1E” SINGLE-FAMILY RESIDENCE DISTRICT A 5.0 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT THE SOUTHEAST CORNER OF MUEGGE ROAD AND SOUTH OLD HIGHWAY 94.

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 December 8, 2025, meeting and made a favorable recommendation (7 in favor, 2 abstained, 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 5.0 acre (more or less) tract of land located at the southeast corner of Muegge Road and South Old Highway 94 is rezoned from St. Charles County Zoning District “R1E” Single-Family Residence 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. 14047

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/17/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



RESIDENTIAL LOT DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 8, OF BLOCK 8, OF STEEN AND CUNNINGHAMS SUBDIVISION OF A PART OF THE COMMONS OF ST. CHARLES IN US SURVEY 3280, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, DRAWER E-2 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING ON THE CENTERLINE OF HEMSATH ROAD, A 40 FOOT WIDE PUBLIC ROAD; THENCE NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 160.43 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT 2022R-061669 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 32 DEGREES 47 SECONDS 40 SECONDS WEST 182.32 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT 2021R-016597 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG SAID SOUTH LINE NORTH 64 DEGREES 08 MINUTES 50 SECONDS EAST 47.50 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 32 DEGREES 47 MINUTES 40 SECONDS WEST 210.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 21 DEGREES 44 MINUTES 45 SECONDS WEST 297.86 FEET TO A POINT ON THE SOUTH LINE OF SOUTH OLD HIGHWAY 94; THENCE ALONG SAID SOUTH LINE NORTH 79 DEGREES 44 MINUTES 47 SECONDS EAST 121.19 FEET TO A POINT ON A CURVE TO THE RIGHT WITH A RADIUS OF 872.19 FEET AND A CHORD THAT BEARS SOUTH 83 DEGREES 14 MINUTES 06 SECONDS EAST 255.88 FEET; THENCE ALONG SAID CURVE 256.81 FEET; THENCE SOUTH 74 DEGREES 47 MINUTES 21 SECONDS EAST 82.79 FEET TO A POINT ON A CURVE TO THE LEFT WITH A RADIUS OF 930.00 FEET AND A CHORD THAT BEARS SOUTH 75 DEGREES 46 MINUTES 49 SECONDS EAST 32.17 FEET; THENCE ALONG SAID CURVE 32.17 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 46 SECONDS EAST 26.70 FEET TO A POINT AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 6894 PAGE 1238 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 26 DEGREES 47 MINUTES 40 SECONDS EAST 241.06 FEET; THENCE SOUTH 57 DEGREES 12 MINUTES 20 SECONDS WEST 20.11 FEET ALONG THE SOUTH LINE OF A 20 FOOT WIDE INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 207 PAGE 46 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS TO A POINT AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 883 PAGE 1604 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE WEST LINE OF SAID EASEMENT ALSO BEING THE EAST LINE OF SAID TRACT NORTH 26 DEGREES 47 MINUTES 40 SECONDS WEST 127.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 64 DEGREES 12 MINUTES 20 SECONDS WEST 128.70 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 20 DEGREES 55 MINUTES 40 SECONDS EAST 145.09 FEET; TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT BEING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 398 PAGE 146 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG SAID NORTH LINE NORTH 57 DEGREES 12 MINUTES 20 SECONDS WEST EAST FEET TO A POINT AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 3746 PAGE 1439 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 26 DEGREES 47 MINUTES 40 SECONDS EAST 125.70 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 6090 PAGE 1001 OF THE ST. CHARLES COUNTY. MISSOURI RECORDS;

St. Louis | Kansas City | Union | Wentzville | Ozark | Osage Beach | Farmington

THENCE ALONG SAID NORTH LINE SOUTH 57 DEGREES 12 MINUTES 20 SECONDS WEST 320.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 218160 SQUARE FEET, OR 5.01 ACRES ACCORDING TO CALCULATIONS MADE BY COCHRAN ENGINEERING DURING DECEMBER, 2025.



RCA FORM (OFFICE USE ONLY)

Bill # 14048

MEETING/DATE: 1/6/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): Vince Ratchford

Description:

Approve an ordinance to annex into the City an approximately 14,960-square-foot tract of land known as 1753 S. River Road.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application involves an approximately 14,960-square-foot tract of land known as 1753 S. River Road, which is currently under the jurisdiction of Unincorporated St. Charles County. Application Z-2025-17 (also on the January 6, 2026 City Council agenda) would establish zoning for this parcel, should it be annexed. The annexation of this tract will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County.

The Planning and Zoning Commission held a public hearing on this item at their December 8, 2025 meeting where the applicant was present and there were no speakers from the public. The application was forwarded with a recommendation for approval (9 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

Z-2025-17



Sponsor: Vince Ratchford

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY 1735, LLC, APPROXIMATELY 14,960 SQUARE FEET OF LAND LOCATED AT 1753 SOUTH RIVER ROAD.

WHEREAS, a certain verified petition signed by the owner of the land hereinafter described requesting annexation of said land into the City of Saint Charles, Missouri, was filed with the City Clerk; and

WHEREAS, said land as hereinafter described is adjacent and contiguous to the present municipal boundaries of the City of Saint Charles, Missouri; and

WHEREAS, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this verified petition at its December 8, 2025, meeting and made a favorable recommendation (9 in favor, 0 opposed) to the City Council; and

WHEREAS, the City Council of the City of Saint Charles, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

SECTION 1. Pursuant to the Revised Statutes of Missouri Section 71.014, the land, as more particularly described in the attached Exhibit A, which is incorporated herein by this reference, is annexed into the City of Saint Charles, Missouri.

SECTION 2. The boundaries of the City of Saint Charles, Missouri are altered so as to encompass the above described land lying adjacent and contiguous to the present municipal boundaries of the City.

SECTION 3. The City Clerk is directed to file three certified copies of this Ordinance with the County of St. Charles, Missouri.

SECTION 4. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person, entity or political subdivision shall, for any reason, be adjudged by a court of competent jurisdiction to be

unconstitutional or invalid, or if any judgment shall find that a particular tract of land is not contiguous to the City of Saint Charles, said judgment shall not affect, impair or invalidate the remainder of this ordinance in the application of such provision to other person, entities or political subdivision, and shall be confined in its operation to the provision, clause, sentence, paragraph, section or a part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, entity or political subdivision involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional, invalid provision or non-contiguous tract of land, clause, sentence, paragraph, section or part thereof not been included.

SECTION 5. The land annexed by this ordinance is designated as part of Ward Three of the City of Saint Charles, Missouri.

SECTION 6. This Ordinance shall be in full force and effect seven (7) days from the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdzian 12/17/25
Holly Magdzian, City Attorney Date

Kimberly Hudson, City Clerk



RCA FORM (OFFICE USE ONLY)

Bill # 14049

MEETING/DATE: 1/6/2026
Regular Special Work Session
ATTACHMENT: YES NO
Report Resolution Ordinance

Request for Council Action

Ward(s): 3 Sponsor(s): Vince Ratchford

Description:

Case No. Z-2025-17. (Bax Engineering) An application to annex and establish the zoning for a 14,886 square feet tract of land located at 1753 S. River Road, from St. Charles County "I1" Light Industrial District to the City of St. Charles "I-1" Light Industrial District. The subject property will be located in Ward 3 upon annexation.

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

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

Summary:

The City has received an application to establish zoning for 1753 S. River Road, upon annexation from St. Charles County I1 Light Industrial District to City of St. Charles I-1 Light Industrial District. The subject property is an approx. 14,960-square-foot parcel. If the requested rezoning is approved, the applicant intends to consolidate with the adjoining lot at 1735 S. River Road to utilize the site as additional parking.

The Planning and Zoning Commission held a public hearing on this item at their December 8, 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: LAB Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]



AGENDA ITEM #6

**STAFF REPORT
CASE NO. Z-2025-17
ANNEXATION &
ESTABLISHMENT OF ZONING DISTRICT
1753 S. RIVER ROAD**

**DECEMBER 8, 2025
BY LARA BERRY**

APPLICANT: BAX Engineering Company
Drake Johnston
221 Point West Blvd.
St. Charles, Missouri 63301

OWNER: 1735, LLC
1715 Deer Tracks Trail, Suite 220
St. Louis, Missouri 63131

ADDRESS/LOCATION: 1753 S. River Road

LOT SIZE: Approximately 14,960 square feet

PROPOSED USE: Parking Lot

EXISTING ZONING: County II Light Industrial District

REQUESTED ZONING: City I-1 Light Industrial District

SURROUNDING ZONING:	<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
	North	City I-1	Commercial
	South	City I-1	Commercial
	East	City C-2	Vacant
	West	City I-1	Residential

SUMMARY OF REQUESTS

The City has received an application to annex and establish zoning for the property at 1753 S. River Road, currently located in unincorporated St. Charles County and zoned County II Light Industrial District for the purpose of constructing a 6,500-square-foot parking lot with twenty-seven (27) spaces. The subject property is an approximately 14,960-square-foot lot located on the west side of S. River Road, approximately 900 feet south of Old S. River Road. The applicant seeks annexation into the City and establishment of City I-1 Light Industrial District zoning. Annexation of this parcel will help incorporate a remaining pocket of unincorporated land into the City.

Background

The property owner also owns the adjoining parcel to the north, 1735 S. River Road, which is within City limits and zoned I-1 Light Industrial District. That parcel contains a mixed-use, multi-tenant building. In 2024, the Board of Adjustment approved a parking variance (BOA-2024-10) based on the combination of existing, proposed, and anticipated uses within the building. At the time, the applicant indicated an interest in acquiring additional land to support off-site parking. The purchase of 1753 S. River Road is intended to help meet those ongoing parking needs.

The site was previously used by St. Charles Sign Company as a storage lot and contains no structures—only a gravel surface with a retaining wall along the rear property line. The applicant now seeks annexation in order to utilize the site as overflow parking for their adjoining business at 1735 S. River Road.

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, and 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.

The subject property lies between Activity Center #7 (I-70/Fifth Street Interchange) and Activity Center #13 (Friedens Road/Fairgrounds Road). Properties to the north, south, and west share similar zoning classifications, and the proposed parking lot represents a low-intensity use compatible with nearby residential and commercial activity. The Department of Community Development finds the annexation and rezoning request to be consistent with the Updated 2012 Comprehensive Plan and compatible with the surrounding development pattern.

SITE PLAN

In accordance with Section 400.966(A) of the Zoning Code, the Planning and Zoning Commission shall review applications for construction of new structures and substantial exterior improvements utilizing the criteria for appearance set forth in the Zoning Ordinance and shall issue or deny site plan and architectural review approval for such construction under the following circumstances:

1. New construction or substantial exterior improvements associated with conditional use requests;
2. New construction or substantial exterior improvements not compliant with the minimum masonry standards of Section 400.965; or
3. Projects which by a finding of the Community Development Director for projects which may have negative impact against the health, safety and general welfare of the City and its residents.
4. Single-family homes, mobile homes, and multi-family structures containing four (4) or less dwelling units are exempt from site plan and architectural review.

The proposed project does not trigger Planning & Zoning Commission review because the applicant intends to consolidate the subject parcel with the adjoining lot (no conditional use is required), is not constructing any structures (no masonry construction requirements), and the project is not anticipated to negatively impact the community. Although formal Commission approval is not required, staff believes providing a brief site plan overview is appropriate for context.

In addition to annexation and zoning, the applicant has requested a variance to reduce the front yard setback along S. River Road from 35 feet to 10 feet to allow parking. This request was scheduled for consideration on December 1, 2025; however, the meeting was cancelled due to inclement weather. The variance is now expected to be heard on the January 5, 2026 meeting.

Staff cannot issue any permits or approvals for the construction of the parking lot until annexation is complete (anticipated January 20, 2026). Staff has conducted a preliminary review of the Site Plan, assuming approval of the requested variance. If the variance is not approved, additional review and modifications would be required.

If the variance is granted, the proposed parking lot layout complies with the City's design standards. Prior to administrative approval, the applicant must submit lighting and landscaping plans that meet City requirements.

STAFF RECOMMENDATION

Staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the rezoning request be forwarded to the City Council with a **favorable** recommendation.

Recommended Motions:

1. *Motion to forward a recommendation of approval to the City Council for the request to annex the property known as 1753 S. River Road.*
2. *Motion to forward application Z-2025-17 to City Council with a favorable recommendation.*



Figures 1 & 2: Existing Site Photos.



Figure 3: Aerial Photo of the Subject Property.



ALTA/NRPS LAND TITLE SURVEY
A TRACT OF LAND BEING
PART OF LOT 9 IN BLOCK 1 OF
EVANS SURVEY OF THE
COMMONS OF ST. CHARLES
TOWNSHIP 46 NORTH, RANGE 5 EAST
ST. CHARLES COUNTY, MISSOURI

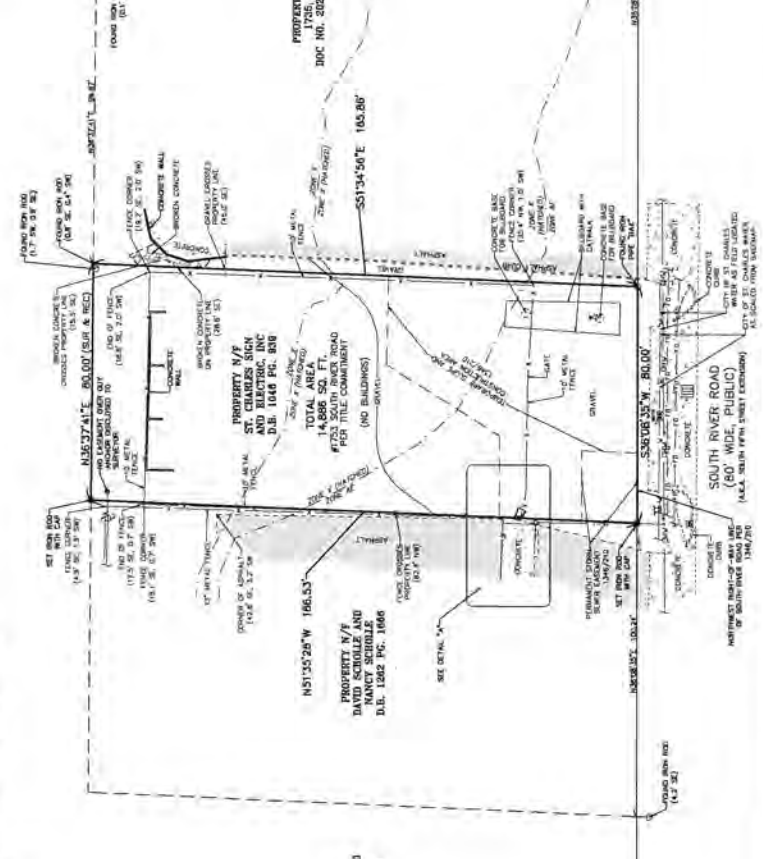
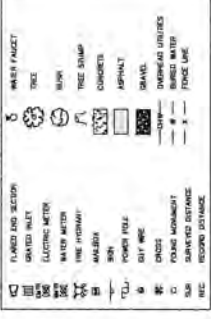
- GENERAL NOTES**
1. BASIS OF SURVEY DERIVED FROM THE SURVEY OF THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF, AND THE SURVEY OF THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF.
 2. ALL CORNERS ARE IDENTICAL TO THE CORNERS OF THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF.
 3. ALL CORNERS ARE IDENTICAL TO THE CORNERS OF THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF.
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 8. ALL CORNERS ARE IDENTICAL TO THE CORNERS OF THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF.
 9. ALL CORNERS ARE IDENTICAL TO THE CORNERS OF THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF.
 10. ALL CORNERS ARE IDENTICAL TO THE CORNERS OF THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF.

- TITLE COMMITMENT NOTES**
1. THE PROPERTY AND THE INTERESTS THEREIN ARE SUBJECT TO THE TITLE COMMITMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THIS PROPERTY.
 2. THE PROPERTY IS SUBJECT TO THE TITLE COMMITMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THIS PROPERTY.
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 10. THE PROPERTY IS SUBJECT TO THE TITLE COMMITMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THIS PROPERTY.

- UTILITY NOTE**
- THE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY ARE BASED ON THE RECORDS OF THE MISSOURI PUBLIC SERVICE COMMISSION AND THE MISSOURI PUBLIC SERVICE COMMISSION RECORDS. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN ON THIS SURVEY AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORDS OF THE MISSOURI PUBLIC SERVICE COMMISSION AND THE MISSOURI PUBLIC SERVICE COMMISSION RECORDS. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN ON THIS SURVEY AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORDS OF THE MISSOURI PUBLIC SERVICE COMMISSION AND THE MISSOURI PUBLIC SERVICE COMMISSION RECORDS.

PROPERTY DESCRIPTION FROM TITLE COMMITMENT

THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF, AND THE COMMONS OF ST. CHARLES, MISSOURI, AS SHOWN ON THE PLAT THEREOF, ARE SUBJECT TO THE TITLE COMMITMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THIS PROPERTY.



DECLARATION OF RESPONSIBILITY

I, the undersigned, being duly sworn, depose and say that I am the duly qualified and licensed Surveyor of the State of Missouri, and that I have personally conducted the survey herein shown, and that the same is true and correct, and that I have not been convicted of any crime involving dishonesty or fraud, and that I have not been disciplined by any professional board or regulatory body, and that I have not been found liable for any negligence or malpractice in the performance of my duties as a Surveyor.

ALTA/NRPS SURVEYOR'S CERTIFICATION

TO: THE MISSOURI PUBLIC SERVICE COMMISSION AND THE MISSOURI PUBLIC SERVICE COMMISSION RECORDS.

DATE OF PLAT: 06/25/2025

04-13125E
 PROJECT NUMBER
 13125E ALTA
 FILE NAME
 06/25/2025
 06/25/2025
 06/25/2025

PREPARED FOR:
 THE WELLINGTON GROUP
 ATTN: TIM DOWEN
 1715 DEER TRACKS TRAIL, SUITE 220
 ST. LOUIS MO, 63131

STATE OF MISSOURI
 COUNTY OF ST. CHARLES

06/25/2025

04-13125E
 PROJECT NUMBER
 13125E ALTA
 FILE NAME
 06/25/2025
 06/25/2025
 06/25/2025

November 21, 2025

ST CHARLES COUNTY
201 N 2ND ST RM 529
ST CHARLES MO 63301

Dear Property Owner:

As the owner of adjoining property or property within 300 feet, you are hereby notified that the City of St. Charles has received an application from Bax Engineering. The application is **Case No. Z-2025-17**, a request to annex and establish the zoning for a 14,886 square foot tract of land located at 1753 S. River Road, from St. Charles County "I1" Light Industrial District to the City of St. Charles "I-1" Light Industrial District. The subject property will be located in Ward 3 upon annexation.

The St. Charles Planning and Zoning Commission will hold a public hearing on this application on **Monday, December 8, 2025 at 6:00 p.m.** on the fourth floor of City Hall, 200 North Second Street, St. Charles. You may attend the public hearing and make comments concerning the proposal, or you may forward written comments to the Planning and Zoning Commission through the Department of Community Development, 200 North Second Street, Room 303, St. Charles, MO 63301. Following the public hearing, the Commission is expected to forward a recommendation on this application to the City Council. A public hearing on this application before the City Council is scheduled for **Tuesday, January 6, 2026 at 7:00 p.m.** on the fourth floor of City Hall. You will have an opportunity to make comments at that hearing as well. The final decision on these applications will be made by the City Council.

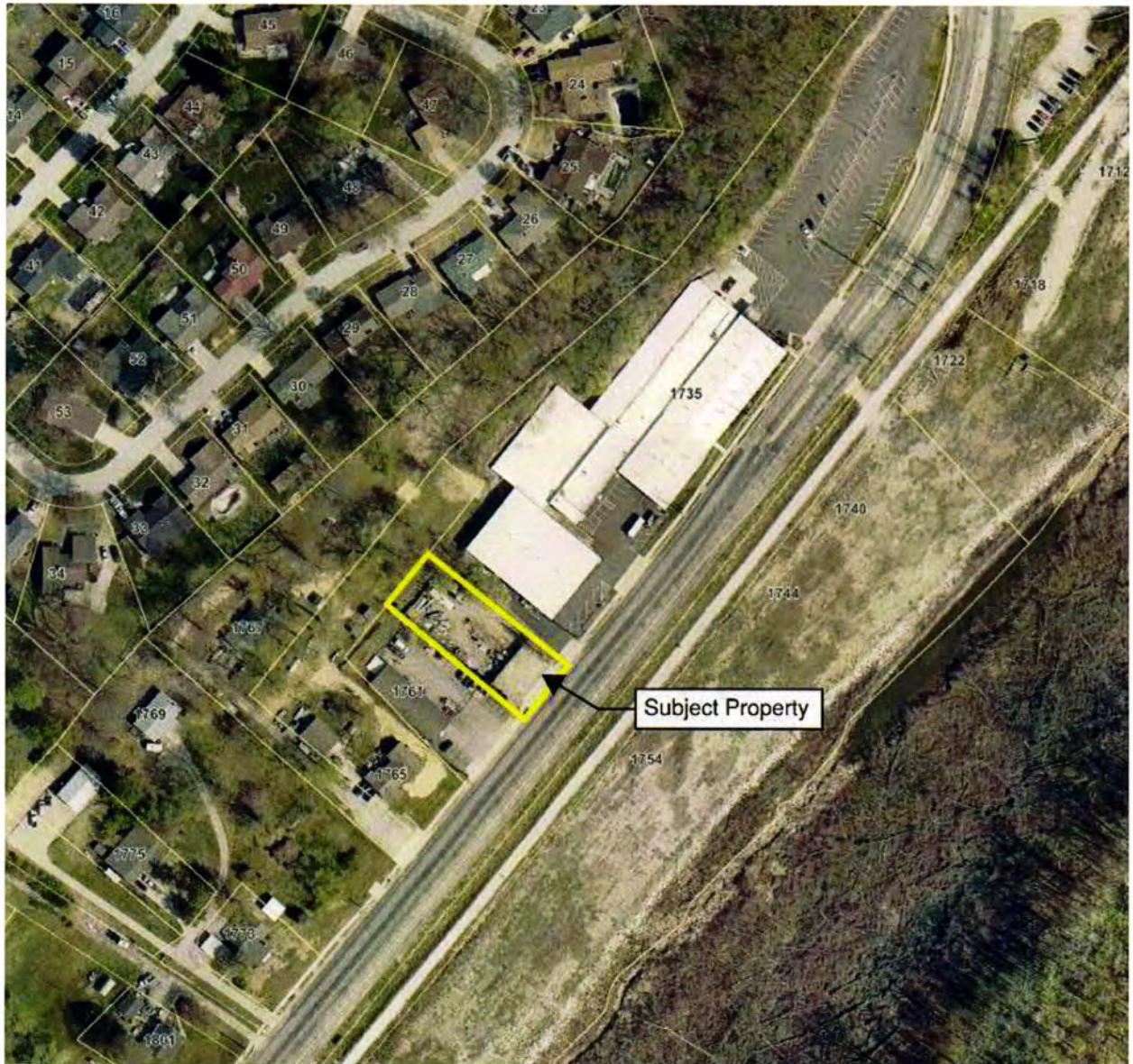
All information regarding this application is available for public inspection by the office of the Department of Community Development, 200 North Second Street, Room 303, St. Charles, MO 63301. If you have questions regarding this letter or the referenced application, you may contact the Department of Community Development at 636-949-3222. In any communication regarding this matter, please refer to the case number given above.

Sincerely,

Lara Perry

Planner
Department of Community Development
City of St. Charles, Missouri

Z-2025-17



Owner	SiteAddress	MailingAdd	CITYSTATE	ZIP
BURNITT JAMES L*BURNITT LISA A	1765 S RIVER RD	1765 S RIVER RD	ST CHARLES MO	63303
ST CHARLES SIGN AND ELECTRIC INC	1753 S RIVER RD	527 1ST CAPITOL DR	ST CHARLES MO	63301-2725
SCHOLLE DAVID	1761 S RIVER RD	12 ASHLAND PL	ST CHARLES MO	63301
GROOMS DENNIS E	1769 S RIVER RD	1769 S RIVER RD	ST CHARLES MO	63303-4122
1735 LLC	1735 S RIVER RD	1715 DEER TRACKS TRL STE 220	ST LOUIS MO	63131
BURNITT CHERRY L	1767 S RIVER RD	1767 S RIVER RD	ST CHARLES MO	63303-4122
MICHALSKI AREK*MICHALSKI LUISA	27 SAN CARLOS DR	27 SAN CARLOS DR	ST CHARLES MO	63303
ANDREWS AUSTIN	28 SAN CARLOS DR	28 SAN CARLOS DR	ST CHARLES MO	63303-4117
HEARD RODERIC*HEARD CHAQUANTA	29 SAN CARLOS DR	29 SAN CARLOS DR	ST CHARLES MO	63303-4117
MUNGLE GLENDA F REVOC LIV TRUST	30 SAN CARLOS DR	30 SAN CARLOS DR	ST CHARLES MO	63303
BROWN GARY K*BROWN LORIL	31 SAN CARLOS DR	31 SAN CARLOS DR	ST CHARLES MO	63303-4117
MEERS CHAD D	32 SAN CARLOS DR	32 SAN CARLOS DR	ST CHARLES MO	63303-4117
SANFORD GREGG ALAN*SANFORD KIM R	33 SAN CARLOS DR	33 SAN CARLOS DR	ST CHARLES MO	63303
CARROLL RICHARD J*CARROLL BARBARA	34 SAN CARLOS DR	34 SAN CARLOS DR	ST CHARLES MO	63303-4117
CITY OF ST CHARLES	S RIVER RD	200 N 2ND ST	ST CHARLES MO	63301
CITY OF ST CHARLES	S RIVER RD	200 N 2ND ST	ST CHARLES MO	63301
ST CHARLES COUNTY	1700 S RIVER RD	201 N 2ND ST RM 529	ST CHARLES MO	63301

Bill No. 14049

Ordinance No. _____

Sponsor: Vince Ratchford

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "I-1" LIGHT INDUSTRIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "I1" LIGHT INDUSTRIAL DISTRICT A 14,886 SQUARE FOOT TRACT OF LAND LOCATED AT 1753 SOUTH RIVER ROAD.

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 December 8, 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 14,886 square foot tract of land located at 1753 South River Road is rezoned from St. Charles County Zoning District "I1" Light Industrial District to St. Charles City Zoning District "I-1" Light Industrial 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. 14049

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/17/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



RCA FORM (OFFICE USE ONLY)

Bill # 14050

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 4

Sponsor(s): West

Description:

An Ordinance for a Cooperative Cost Sharing Agreement between the City of St. Charles, Missouri and Porterhouse Development, LLC for the Installation of a Traffic Signal System within the Southpointe Development.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This Agreement is to define the cost sharing requirements between the City of St. Charles and Porterhouse Development for the Southpointe development. In conjunction with the City of St. Charles and the County of St. Charles long-range plans, the developer has agreed to construct certain traffic signal upgrades to support the commercial and residential development growth within the Southpointe Development. The City will assist in the cost participation up to \$250,000.00, these monies will be received from Southpointe Development as part of the Fill Material Agreement between the City and Southpointe Development.

The County will assist in the cost participation up to \$500,000.00.

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. AM Finance Dir. Qao Dir. of Admin. D

Bill No. 14050

Ordinance No. _____

Sponsor: Mary West

AN ORDINANCE AUTHORIZING A COOPERATIVE COST SHARING AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND PORTERHOUSE DEVELOPMENT, LLC, FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL SYSTEM.

Whereas, Porterhouse Development, LLC, a Missouri limited liability company (the "Developer") is developing a parcel of real property generally located at 350 Hemsath Road in the City and intends to construct thereon a mixed-use development consisting of residential apartments and retail / commercial spaces; and

Whereas, the City and the Developer desire to cooperate and share in the costs of a traffic signal system consistent with the City's and St. Charles County's long-range plans; 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 Cost Sharing Agreement between the City of St. Charles, Missouri and Porterhouse Development, LLC for the Construction of a Traffic Signal System (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 Magdziar 12/17/25

Holly Magdziar, City Attorney Date

Kimberly Hudson, City Clerk



Bill No. 14050

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.

 12-19-25

Jennifer O'Connor, Director of Finance Date

**COOPERATIVE COST SHARING AGREEMENT BETWEEN THE CITY OF
ST. CHARLES, MISSOURI AND PORTERHOUSE DEVELOPMENT, LLC FOR THE
CONSTRUCTION OF A TRAFFIC SIGNAL SYSTEM**

This COOPERATIVE COST SHARING AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND PORTERHOUSE DEVELOPMENT, LLC FOR THE INSTALLATION OF A TRAFFIC SIGNAL SYSTEM (hereinafter, the "Agreement") is entered by and between the City of St. Charles, Missouri, a constitutional charter city and political subdivision of the State of Missouri (hereinafter, the "City") and PORTERHOUSE DEVELOPMENT, LLC, a Missouri Limited Liability Company, duly organized and existing under the laws of the State of Missouri (hereinafter, "SOUTHPOINTE").

STATEMENTS OF BACKGROUND AND PURPOSE:

The following statements of background and purpose are an integral part of this Agreement and are incorporated by reference into this Agreement.

A. SOUTHPOINTE is the developer of a parcel of real property located in the City of St. Charles to be known as SOUTHPOINTE (hereinafter, the "SOUTHPOINTE DEVELOPMENT").

B. SOUTHPOINTE has agreed to construct certain traffic signal upgrades to support the commercial and residential development growth (hereinafter, the "SIGNAL UPGRADES") within the SOUTHPOINTE DEVELOPMENT.

C. The City desires that the SIGNAL UPGRADES be constructed consistent with the City's and St. Charles County's long-range plans. City desires to cost participate with SOUTHPOINTE and St. Charles County (hereinafter, the "County") by paying a partial cost for the SIGNAL UPGRADES in an amount not to exceed \$250,000.00 (hereinafter the "City Cost Share Amount"). The County has agreed to cost participate in the SIGNAL UPGRADES in an amount not to exceed \$500,000.00 in St. Charles County Road Board Funds, the "County Contribution Amount", pursuant to the agreement between the City and the County for

improvements to Hemsath Road (hereinafter the “County Road Board Agreement”), attached as Exhibit B.

D. Pursuant to the provisions of Sections 70.210 to 70.320 of the Revised Statutes of Missouri (“RSMo”) and the Code of Ordinances of the City, SOUTHPOINTE and the City desire to cooperate with respect to the SIGNAL UPGRADES, all in compliance with State law, City ordinances and the terms and conditions of this Agreement.

E. The parties agree that the compensation received by the City from SOUTHPOINTE pursuant to a Fill Material Agreement executed by and between the City and SOUTHPOINTE on or about December 18, 2024, will be utilized for purposes of the City Cost Share Amount under this Agreement.

NOW THEREFORE, in consideration for the foregoing premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and SOUTHPOINTE and intending to be mutually bound hereby, City and SOUTHPOINTE (hereinafter sometimes, the “parties”) agree as follows:

TERMS AND CONDITIONS

1. TRAFFIC SIGNAL UPGRADES. SOUTHPOINTE shall cause to be constructed a traffic signal at Hemsath Road and Arena Parkway within the SOUTHPOINTE DEVELOPMENT, along with associated fixtures as set forth in Exhibit A, as may be amended from time to time. SOUTHPOINTE shall provide to the City a copy of all invoices and documentation as reasonably requested by the City to verify that the Traffic SIGNAL UPGRADES were constructed to specifications. The initial cost to construct the SIGNAL UPGRADES shall be paid exclusively by SOUTHPOINTE.

2. City Reimbursement to SOUTHPOINTE. The City shall reimburse SOUTHPOINTE for a portion of the total costs that SOUTHPOINTE incurs in constructing the SIGNAL UPGRADES; said reimbursement amount not to exceed the City Cost Share Amount of

\$250,000.00. The obligation of the City to pay to SOUTHPOINTE the City Cost Share Amount shall be subject to the following requirements:

- A. City receipt of documents verifying the costs, to its satisfaction, of the work as shown on the approved improvement plans, including pay apps, invoices, certified payrolls (if applicable), and other documentation supporting the eligibility of items for reimbursement; and
- B. Installation of the SIGNAL UPGRADES as shown on Exhibit A; and
- C. Satisfactory inspection of the installed SIGNAL UPGRADES by City; and
- D. Receipt of lien waivers and the canceled checks or other documentation verifying that SOUTHPOINTE paid for the SIGNAL UPGRADES work; and
- E. SOUTHPOINTE's compliance with all documentation and requirements as described and required in the County Road Board Agreement, Exhibit B hereto.

3. Total Amount Reimbursable. Subject to appropriations being made to reimburse SOUTHPOINTE by the City and the County, the total amounts reimbursable pursuant to this Agreement shall not exceed the City Cost Share Amount, of \$250,000.00, and the County Contribution Amount, of \$500,000.00, the latter of which shall be paid through the City to SOUTHPOINTE. SOUTHPOINTE shall be reimbursed only for the costs associated with the SIGNAL UPGRADES and accepted by the City, such reimbursements to be made after receipt of the documents set forth in Paragraph 2.A and 2.D, and after review and approval of such costs by the City and the County.

4. Indemnification. It is understood and agreed that, to the fullest extent permitted by law, SOUTHPOINTE shall indemnify and hold harmless City and its officers, elected officials, employees and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees and court costs, arising out of, or resulting from, any tortious act or omission in the performance of this Agreement by SOUTHPOINTE, its members, officers, employees, contractors and subcontractors, excluding all claims, damages, losses, and expenses caused by the City and its officers, elected officials, employees and agents.

5. Representations.

A. *Representations by SOUTHPOINTE.* SOUTHPOINTE makes the following representations as the basis for the undertakings on its part herein contained:

i. SOUTHPOINTE is a Missouri limited liability company, duly existing and in good standing.

ii. SOUTHPOINTE has lawful power and authority to enter into the transactions contemplated by this Agreement. By proper action of its members, SOUTHPOINTE has been duly authorized to execute and deliver this Agreement acting by and through its duly authorized members.

iii. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by SOUTHPOINTE will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which SOUTHPOINTE is a party or by which it or any of its property is bound, or SOUTHPOINTE's Articles of Organization or Operating Agreement or any order, rule or regulation applicable to SOUTHPOINTE or any of its property of any court or governmental body, or 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 SOUTHPOINTE under the terms of any instrument or agreement to which SOUTHPOINTE is a party.

B. *Representations by the City.* The City makes the following representations as the basis for the undertakings on its part herein contained:

i. City is a constitutional home rule charter city and political subdivision of the State of Missouri.

ii. City has lawful power and authority to enter into this Agreement and to carry out its obligations. By proper action of its Council, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

iii. No official or employee of the City has any significant or conflicting interest, financial or otherwise, in the Development or in the transactions contemplated hereby.

6. Miscellaneous Terms and Conditions.

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

i. To SOUTHPOINTE:

PORTERHOUSE DEVELOPMENT, LLC
Attention: Casey Ukevich
1610 Des Peres Road, Suite 385
St. Louis, MO 63131
Email: curkevich@aegfunds.com

With a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, MO 63131
Attention: Stephen Schott
Email: stephen@schotthamilton.com

ii. To the City:

City of St. Charles, Missouri
Attention: Director of Administration
200 North Second
St. Charles, Missouri 63301
Telephone No.: 636-949-3262
Fax No. 636-949-3267

With a copy to:

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

B. *Assignment and Binding Effect.* Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of SOUTHPOINTE and the City and their respective successors and

assigns. SOUTHPOINTE may assign this Agreement or its rights, interests, powers, privileges and benefits accruing to or vested in SOUTHPOINTE to a special purpose entity in which SOUTHPOINTE will participate; any other assignment will require the written consent of the City, which shall not be unreasonably withheld.

C. *Entire Agreement; Amendment; No Waiver by Prior Inaction.* This Agreement constitutes the entire agreement of the parties and no oral statement or prior written matter shall have any force or effect respecting the matters governed hereby. This Agreement shall not be modified or cancelled except by writing subscribed by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties. The failure of any party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by any other party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

D. *Gender; Number; Section Headings.* Whenever the singular pronoun is used in this Agreement, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

E. *Governing Law; Choice of Forum.* This Agreement and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws provisions. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

F. *Partial Invalidity.* If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid

or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

G. *Neither City Representatives Nor Developer Representatives To Be Personally Liable.* No official, elected official, agent, employee, attorney or representative of the City shall be personally liable to SOUTHPOINTE in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No principal, officer, manager, agent, employee, attorney or representative of SOUTHPOINTE shall be personally liable to the City in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date last written below.

**CITY OF SAINT CHARLES,
MISSOURI**

**PORTERHOUSE DEVELOPMENT,
LLC**

Daniel J. Borgmeyer, Mayor Date

Casey Urkevich 11/21/25

Casey Urkevich, Manager Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz, City Attorney 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.

Jeff O'Connor 12-19-25

Director of Finance Date

RCA FORM (OFFICE USE ONLY)

Bill # 14051

MEETING/DATE: 1/6/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 4

Sponsor(s): West

Description:

An Ordinance for a Sign Easement Agreement between the City of St. Charles, Missouri and Porterhouse Development, LLC for the Installation of a St. Charles sign within the Southpointe Development.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This Agreement is to define the sign easement area and responsibility requirements between the City of St. Charles and Porterhouse Development for the Southpointe development.

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. DM Finance Dir. Qae Dir. of Admin. U

Bill No. 14051

Ordinance No. _____

Sponsor: Mary West

AN ORDINANCE AUTHORIZING A SIGN EASEMENT AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND PORTERHOUSE DEVELOPMENT, LLC, FOR THE CONSTRUCTION AND MAINTENANCE BY THE CITY OF AN ELECTRONIC MONUMENT SIGN.

Whereas, Porterhouse Development, LLC, a Missouri limited liability company (the "Developer") is developing a parcel of real property generally located at 350 Hemsath Road in the City and intends to construct thereon a mixed-use development consisting of residential apartments and retail / commercial spaces; and

Whereas, the Developer agrees to grant an easement to the City for purposes of the City's construction and maintenance of an electronic monument sign on certain real property owned by the Developer which is located at or about the intersection of Arena Parkway and Hemsath Road; 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 Sign Easement Agreement between the City of St. Charles, Missouri and Porterhouse Development, LLC (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 Magdziar 12/17/25

Holly Magdziar, City Attorney Date

Kimberly Hudson, City Clerk



Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Sign Easement Agreement

DATE OF DOCUMENT: _____, 2026

GRANTOR: Porterhouse Development, LLC

Mailing Address: 1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

GRANTEE: The City of St. Charles, Missouri

Mailing Address: 200 N. Second Street
St. Charles, Missouri 63301

LEGAL DESCRIPTION: See Attached Exhibit A

REFERENCE BOOK & PAGE: N/A

SIGN EASEMENT AGREEMENT

This Sign Easement Agreement ("Easement") is made as of the ___ day of _____, 2026, by and between PORTERHOUSE DEVELOPMENT, LLC, a Missouri limited liability company ("Grantor") and the CITY OF SAINT CHARLES, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns certain real property located within the City of St. Charles, State of Missouri including such real property as more particularly described as Lot D on Exhibit A attached hereto and incorporated herein (the "Grantor Property"); and

WHEREAS, Grantee desires to construct an electronic monument sign on the Grantor Property; and

WHEREAS, Grantor desires to grant Grantee an easement on the Grantor Property so the Grantee may enter the Grantor Property to construct and maintain an electronic monument sign on the Sign Easement Area (as defined herein) on the Grantor Property, all in accordance with the terms hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subject to an existing permanent utility easement, Grantor hereby grants and conveys unto Grantee the perpetual right and exclusive easement over, across, under and through that portion of the Grantor Property described and depicted as "Sign Easement" on Exhibit A attached hereto (the "Sign Easement Area") for the sole purpose of the operation, maintenance, repair, replacement and removal of an electronic monument sign (such sign, together with any replacements thereof, shall be referred to herein as the "Sign"). The Sign shall be located within the Sign Easement Area. The Sign shall be subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

2. Grantor further grants and conveys unto the Grantee the perpetual right and non-exclusive easement over and across the Grantor Property (including without limitation all driveways, access ways, entrances and exits from time to time located on the Grantor Property), for the purpose of access, ingress to and egress from the Sign Easement Area, all reasonably necessary for the purposes contemplated herein. Grantee hereby covenants and agrees to restore promptly within a reasonable time, at Grantee's sole cost and expense and as nearly as possible, the Sign Easement Area and the Grantor Property at any time damaged by Grantee to the same condition as existing prior to such damage.

3. Grantee covenants and agrees that it shall maintain, repair, and/or replace the Sign and all related improvements within the Sign Easement Area, and shall keep the Sign and the Sign Easement Area in good condition and repair so as to keep the Sign in a safe, sightly, and functional condition at all times relative to other similar signs. Grantee shall comply with all applicable ordinances, statutes, regulations and all other local, and federal laws applicable to the Sign.

4. Grantor covenants that Grantor will not in any material way unreasonably disrupt or interfere with Grantee's use and enjoyment of the Sign Easement Area and/or Grantee's easement rights granted herein. Grantor agrees not to install or maintain any improvements or allow any impediment or

obstruction to remain on the Grantor Property (including, without limitation, trees or other vegetation) that would materially interfere with or impede the sight-line view of the Sign.

5. Grantee covenants that it shall keep the Grantor Property and the Sign Easement Area free from any and all liens arising out of any work performed, material furnished or obligation incurred by or for the Grantee or any person or entity claiming through or under Grantee. In the event that Grantee shall not promptly contest the lien or the validity of the basis thereof in good faith, Grantor shall have, in addition to all other remedies at law or in equity, the right, but not the obligation, to cause such lien to be released by such means as Grantor deems proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid and all expenses incurred by Grantor, including reasonable attorneys' fees, in connection therewith shall be due and payable to Grantor by Grantee promptly on demand.

6. To the extent permitted by law, Grantee hereby indemnifies and holds harmless Grantor from and against any and all loss, damage, claim, demand, or expense incurred or sustained by Grantor, including but not limited to reasonable attorneys' fees, as a result of or in connection with any breach by Grantee of the obligations under this Easement or as a result of or in connection with Grantee's maintenance, repair, and replacement of the Sign and Grantor's Property.

7. This Easement is personal to Grantee only and may not be assigned by Grantee and shall bind the owner of the Grantor Property and its successor and assigns.

8. In the event that the Grantee removes the Sign and abandons its use of the Sign Easement Area for more than thirty (30) consecutive days, this Easement shall terminate and the Grantee agrees to execute and record a termination of such Easement.

9. In the event that litigation arises by and between the parties hereto, or their successors or assigns, concerning the terms of this Easement or to enforce the same or to obtain the benefits thereof or to seek damages for any breach hereof, the prevailing party shall be entitled to and shall recover its reasonable attorneys' fees and costs from the other party in addition to such other relief as is granted.

10. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Sign Easement Area to any party or to the general public or any third party for any use or purpose whatsoever.

11. The recitals set forth herein are hereby incorporated into this Easement and form a part hereof, the truth and accuracy of which is evidenced by each party's execution hereof.

12. This Easement shall be governed by and construed in accordance with the laws of the State of Missouri.

[Signature page to follow]

GRANTOR

PORTERHOUSE DEVELOPMENT, LLC

By: _____
Name: _____
Its: _____

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) SS

On this ____ day of _____, 2026, before me, _____, a Notary in and for said state appeared _____, personally known to me, who being by me duly sworn, did say that he is the _____ of Porterhouse Development, LLC, and he acknowledged to me that the foregoing instrument was signed on behalf of said limited liability company as the free act and deed of said limited liability company.

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

Notary Public

My Commission Expires:

GRANTEE

THE CITY OF ST. CHARLES, MISSOURI

By: _____
Name: Daniel J. Borgmeyer
Its: Mayor



Attest:

Kimberly Hudson, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this __ day of _____, 2026, before me, _____, a Notary in and for said state appeared, personally appeared Daniel J. Borgmeyer, to me personally known, and who being by me duly sworn, did say that he is the Mayor of The City of St. Charles, Missouri, a constitutional charter city and political subdivision of the State of Missouri and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

EXHIBIT A

Grantor Property – Southpointe Plat 1

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 01/06/2026

Regular (X) Special () Work Session ()

ATTACHMENT: YES () NO (X)

Application

Request for Council Action

Description: Appointment to the Board of Adjustment

Summary:

Reappointment of Richard Alferman for a Five (5) year term ending in January 2031.

Current Board Membership:

- **Richard Alferman (term expires January, 2031)**
- Keith Whittemore (term expires January, 2030)
- Latonya Grotegeers (term expires January, 2029)
- Maureen Rogers-Bouxsein (term expires January, 2028)
- Marita Malone (term expires January, 2027)
- Ward Silver, Alternate
- Robert Kneemiller, Alternate
- Don Garrison, Alternate

Form of Motion:

I move to approve the reappointment of Richard Alferman for a Five (5) year term ending in January 2031.

By: Kimberly Hudson, City Clerk

Date: 12/16/2026

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 01/06/2026

Regular (X) Special () Work Session ()

ATTACHMENT: YES () NO (X)

Request for Council Action

Description: Discussion Relative to Rescheduling the February 17, 2026 Regular City Council Meeting and the February 17, 2026 Council Street Committee Meeting due to the Missouri Municipal League (MML) Legislative Conference being held on February 17 & 18, 2026 in Jefferson City, MO.

Summary: I am recommending rescheduling the Tuesday, February 17, 2026 Regular City Council Meeting and Council Street Committee Meeting to Tuesday, February 24, 2026 due to the MML Legislative Conference being held on February 17 & 18, 2026 in Jefferson City, MO.

FORM OF MOTION: I move to reschedule the Tuesday, February 17, 2026 Regular City Council Meeting and the February 17, 2026 Council Street Committee Meeting to Tuesday, February 24, 2026 due to the MML Legislative Conference being held on February 17 & 18, 2026.

By: Council President Michael Galba

Date: 12/19/2025

t:\rca\reschedule feb.17th regular & street due to mml leg conference 010626.doc

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 01/06/2026

Regular (X) Special () Work Session ()

ATTACHMENT: YES (X) NO ()

Request for Council Action

Description: City Council Review of St. Charles County Election Authority's Certificate of Insufficiency for the Amended Initiative Petition Submitted by David Todd Reineke

Summary: An Initiative Petition for a Charter Amendment was filed with the City Clerk on October 30, 2025. Pursuant to Article X, Section 10.4 of the Saint Charles City Charter, the petition was reviewed by the St. Charles County Election Authority and determined to be insufficient. The Petitioners' Committee subsequently filed an amended petition, which was also reviewed and determined to be insufficient.

In accordance with Article X, Section 10.4(b) of the City Charter, the Petitioners Committee has requested City Council review.

Attached for Council consideration is the Affidavit of the Petitioners Committee, the proposed Charter Amendment Ordinance, information regarding the required number of signatures, the Certificates of Insufficiency issued by the St. Charles County Election Authority for both the original and amended petitions, and the materials submitted by the Petitioners Committee for Council review.

By: Kimberly Hudson, City Clerk

Date: 12/19/2025

In the matter of Proposed Amendment to the)
Charter of the City of St. Charles)

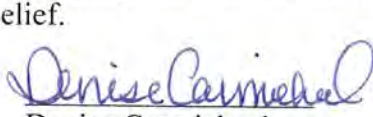
AFFIDAVIT OF PETITIONER'S COMMITTEE

COMES NOW Denise Carmichael, Karen Sprong, David Todd Reineke, David Raymond Reineke, Kathleen Reineke, being duly sworn, state as follows:

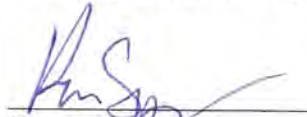
1. We will constitute the Petitioner's Committee for the attached ordinance, proposing an amendment to the Charter of the City of St. Charles.
2. Each of us are residents of the City of St Charles, and are registered voters, registered in the County of St. Charles, the election authority of the County in which we are residents.
3. We will be responsible for circulating the Petition and filing it in proper form.
4. Our names and addresses are as follows:

Denise Carmichael, 10 Trailridge Dr, St Charles, MO 63301
Karen Sprong, 5000 Freehold Rock Dr, St Charles, MO 63301
David Todd Reineke, 409 Clarendon lane, St. Charles, MO 63301
David Raymond Reineke, 409 Clarendon lane, St. Charles, MO 63301
Kathleen Reineke, 409 Clarendon lane, St. Charles, MO 63301
5. All notices to the committee shall be sent to David Todd Reineke, at 409 Clarendon lane, St. Charles, MO 63301.
6. Attached hereto is in full the proposed initiative ordinance.

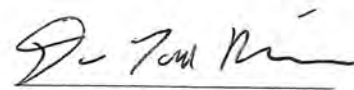
I hereby state that the above is true and correct to the best of my knowledge, information and belief.



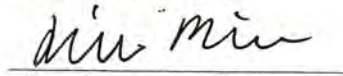
Denise Carmichael



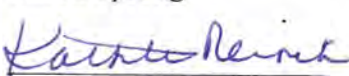
Karen Sprong



David Todd Reineke

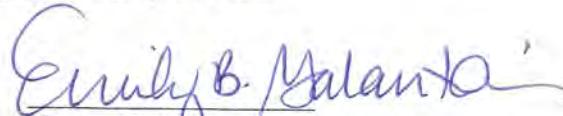


David Raymond Reineke



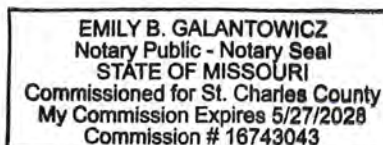
Kathleen Reineke

Subscribed and sworn to before me this 18 day of April, 2025.



Notary Public

My Commission Expires:



AN ORDINANCE PLACING ON THE BALLOT A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF ST. CHARLES CREATING A NEW ARTICLE XVI, AND IF ENACTED BY VOTERS, AMENDING THE CHARTER, BY REQUIRING THAT ANY PROPOSED SALE, CONVEYANCE, EXCHANGE, RECLASSIFICATION OR OTHER TRANSFER OF PUBLIC PARK LAND SHALL NOT TAKE EFFECT UNTIL FIRST APPROVED BY A MAJORITY OF QUALIFIED VOTERS OF THE CITY VOTING THEREON, PROHIBITING THE CITY FROM TAKING ANY ACTION THAT WOULD RESULT IN THE REMOVAL, LOSS OR REDUCTION OF PUBLIC PARK LAND UNLESS SUCH ACTION IS FIRST APPROVED BY A MAJORITY OF QUALIFIED VOTERS OF THE CITY VOTING THEREON, AND INCLUDING A DEFINITION OF PARK LAND, SUCH AMENDMENT TO BE EFFECTIVE UPON APPROVAL OF THE VOTERS AND CERTIFICATION OF THE ELECTION RESULTS

Be it Ordained By the People of the City of Saint Charles, as Follows:

SECTION 1. The following amendment to the Charter of the City of St. Charles, creating a new Article XVI, shall be submitted to the voters of the City of St. Charles, as required by the Charter of the City of St. Charles and the Constitution of the state of Missouri, and if the voters so enact such provision by a majority, such amendment shall be upon approval of the voters and certification of the election results, thereafter a part of the Charter of the City of St. Charles, as follows:

Article XVI. Public Parkland Preservation.

(a) No property owned by the City of St. Charles and designated, used, or held as park land shall be sold, conveyed, exchanged, transferred, or reclassified for non-park purposes without the prior approval of a majority of qualified voters of the City voting on the question at a municipal, general, or special election.

(b) The City shall not take any action, including but not limited to the execution of agreements, ordinances, contracts, deeds, or financial encumbrances, that would result in the removal, loss, or reduction of public park land unless such action is first authorized by a public vote as described in section (a).

(c) For the purposes of this Article, "park land" means all real property owned or controlled by the City that has been dedicated, designated, or used for parks, recreation, open space, or conservation purposes, regardless of whether it is managed by the City, Parks & Recreation, or a City department.

(d) This provision shall supersede any conflicting provisions in the City Charter, City Code, or City ordinances or regulations.

SECTION 2. This amendment shall be in full force and effect upon approval of the voters and certification of the election results.

From: Kimberly Hudson
Sent: Monday, November 10, 2025 1:36 PM
To: 'Todd Reineke'
Cc: Emily Galantowicz
Subject: Initiative Petition - Required Signatures

Dear Mr. Reineke,

I have consulted with the Missouri Secretary of State's Election Division, and based on their voter registration data, the initiative petition that you submitted must be signed by 4,839 qualified registered voters of the City of Saint Charles. This number is "equal in number to at least 10 per cent of the total number of qualified registered voters registered to vote at the last regular City election," which occurred on April 8, 2025. City of Saint Charles Charter, Art. X, § 10.3(a). According to the voter data from the Secretary of State as of April 1, 2025, 48,383 is the "total number of qualified registered voters registered to vote at the last regular City election" on April 8, 2025. This includes all residents of the City of St. Charles who were registered to vote on or before March 12, 2025, which was the cutoff to vote in the April 8, 2025 election. As I learned from the Secretary of State's Election Division, the "total number of qualified registered voters" must include both the active and inactive voters, as inactive voters were still "qualified registered voters registered to vote" on April 8.

The number I had previously provided to you was based on data provided to me by the St. Charles County Election Authority. Unfortunately, the number previously provided by the Election Authority was incorrect because, among other things, it erroneously omitted the inactive voters. I apologize for the confusion and frustration this has caused.

Our understanding is that the Election Authority is continuing to count the valid signatures that have been collected, and once that is finished, we will follow the process set forth in the City of St. Charles Charter, Article X, Section 10.4.

Thank you for your patience and understanding as I have worked to verify the most accurate information.

Kim

Kimberly Hudson, MRCC | City Clerk
City of Saint Charles, MO | 200 N. Second Street
636.949-3282 | website: www.stcharlescitemo.gov

November 19, 2025

Kimberly Hudson, City Clerk
City of Saint Charles, MO

Re: St. Charles City Parks Initiative Petition – Signature Verification Results

Dear Ms. Hudson:

The St. Charles County Election Authority has completed its verification of the submitted signatures of the St. Charles City Parks Initiative Petition.

In accordance with the St Charles City Charter, the petition needed a minimum of 4,839 valid signatures from registered voters within the City of Saint Charles to gain ballot access.

The Election Authority received a total of 4,645 signatures.

Of these:

- 3,534 signatures were determined to be valid
- 1,111 signatures were determined not to be valid

As a result, the petition did not meet the required threshold of valid signatures to qualify for placement on the ballot.

Please feel free to contact our office should you have any questions or require additional information.



Sincerely,


Kurt Bahr, Director of Elections

St. Charles County Election Authority



OFFICE OF THE CITY CLERK

www.stcharlescitymo.gov

November 20, 2025

Mr. David Todd Reineke
409 Clarendon Lane
St. Charles, MO 63301

Via Email and U.S. Postal Service Registered Certified Mail

Dear Mr. Reineke,

Enclosed is a copy of the official certification from the St. Charles County Election Authority, signed by Director of Elections Kurt Bahr, indicating that the petition has been certified as insufficient

For your reference, I have also attached Article X, Section 10.4 of the City of Saint Charles Charter, which outlines the next steps in the process if you wish to amend the petition.

Your ten (10) day timeline will begin on the date you receive the registered mailing.¹ Within two (2) days of receipt, you must notify me of your intention to amend the petition. Upon receiving your notice, I will make the supplementary petition forms available to you. Please note all actions must be completed within the ten (10) day period established by the Charter. In other words, if you receive this registered mailing on Monday, November 24, you have until Wednesday, November 26 to inform me if you intend to amend the petition. You would then have until Thursday, December 4 to submit the supplementary petitions to me.

We understand that the Thanksgiving holiday is approaching and that mail service can be unpredictable. If you prefer, you can acknowledge your receipt of these materials and your desire to amend the petition via e-mail, and start the 10-day period at that time. I can have supplementary petitions ready for you to pick up as soon as tomorrow, Friday, November 21. Please be aware that City Hall is closed on Thursday November 27 and Friday November 28.

¹ Please note that "In computing any period of time prescribed or allowed by this Code. . . the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor a legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation." § 100.010, Ordinances of the City of Saint Charles.



OFFICE OF THE CITY CLERK

www.stcharlescitymo.gov

Sincerely,

Kimberly Hudson, MRCC
City Clerk, City of Saint Charles, MO

Enc.



COPY

Kurt Bahr
Director of Elections

November 19, 2025

Kimberly Hudson, City Clerk
City of Saint Charles, MO

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Of these:

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As a result, the petition did not meet the required threshold of valid signatures to qualify for placement on the ballot.

Please feel free to contact our office should you have any questions or require additional information.



Sincerely,

A handwritten signature in black ink, appearing to read "Kurt Bahr", is written over a faint, larger version of the same signature.

Kurt Bahr, Director of Elections

St. Charles County Election Authority

Chapter C. The Charter

Article X. Initiative, Referendum and Recall

Section 10.1. General Authority.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) Initiative. The qualified registered voters of the City shall have power to propose ordinances to the council and, if the council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a City election, provided that such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes, zoning or salaries of City officers or employees. No proposed initiative ordinance shall contain more than one subject which shall be clearly expressed in its title.
- (b) Referendum. The qualified registered voters of the City shall have power to require reconsideration by the council of any adopted ordinance and, if the council fails to repeal an ordinance so reconsidered, to approve or reject it at a City election, provided that such power shall not extend to the budget or capital program, any emergency ordinance, any ordinance levying a special assessment or providing for the issuance of special tax bills, or any ordinance relating to zoning, appropriation of money, or levy of taxes.
- (c) Recall. Any official elected by popular vote may be removed by the voters qualified to vote for the official's successor for malfeasance in office except as hereinafter provided, such power to be known as the recall. No official elected by popular vote shall be subject to recall within six (6) months from induction into office or during the last six (6) months of the official's term; and if the official is retained in office upon any recall election, the official shall not be subject to recall within a period of twelve (12) months thereafter.

Section 10.2. Commencement Of Proceedings; Petitioners' Committee; Affidavit.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

Any five (5) qualified registered voters may commence initiative, referendum or recall proceedings, provided they are qualified to vote for the official's successor, by filing with the City Clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance, or citing the ordinance to be reconsidered, or specifying the name of the elected official to be recalled and a general statement of the substance of the grounds for recall.

Promptly after the affidavit of the petitioners' committee is filed the clerk shall issue the appropriate petition blanks to the petitioners' committee. Only petition blanks issued by the City Clerk may be circulated.

Section 10.3. Petitions.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 99-2 approved by electorate, April 6, 1999; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) **Number Of Signatures.** Initiative and referendum petitions shall be signed by qualified registered voters of the City equal in number to at least 10 per cent of the total number of qualified registered voters registered to vote at the last regular City election. A recall petition shall be signed by qualified registered voters qualified to vote for the official's successor equal to 20 per cent of the total number of qualified registered voters registered to vote at the last regular City election.
- (b) **Form And Content.** All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be preceded by the date signed and followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed, the ordinance sought to be reconsidered, or and a general statement of the substance of the grounds for recall of an elected official.
- (c) **Affidavit Of Circulator.** Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed, the ordinance sought to be reconsidered, or a general statement of the substance of the grounds for a recall of an elected official. Such affidavit shall be notarized. Only registered voters of the County of St Charles may circulate petitions for initiative, referendum or recall. Violation of this section shall subject the violator to a penalty as prescribed by ordinance and invalidate the petition signature.
- (d) **Time For Filing Referendum Petitions.** Referendum petitions must be filed within 30 days after adoption by the council of the ordinance sought to be reconsidered. Initiative and recall petitions must be filed within six months of the formation of the petitioners' committee.

Section 10.4. Procedure After Filing.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) **Certificate Of Clerk; Amendment.** Within twenty days after the petition is filed, the City Clerk shall deliver the petition to the election authority who shall determine its sufficiency and shall certify its sufficiency to the council. If it is certified insufficient, the clerk shall promptly send a copy of the certificate to the petitioners' committee by registered mail.

A person may remove their name from the petition by filing a form with the clerk prior to the enactment of the ordinance fixing a date for holding an election.

A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two days after receiving the copy of the sufficiency certificate and files a supplementary petition upon additional papers issued by the City Clerk, and labeled supplementary petitions, within ten days after receiving the copy of such certificate. Such supplementary petition shall comply with requirements of subsections (b) and (c) of section 10.3 and within ten days after it is filed the clerk shall deliver the petition to the election authority who shall determine its sufficiency and shall certify its sufficiency to the council. The clerk shall promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or requires council review under subsection (b) of this section within the time required, the clerk shall

promptly present the certificate to the council and the certificate shall then be a final determination as to the sufficiency of the petition.

- (b) Council Review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two days after receiving the copy of such certificate, file a request that it be reviewed by the council. The council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition.
- (c) Court Review; New Petition. A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

Section 10.5. Referendum Petitions; Suspension Of Effect Of Ordinance.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

When a referendum petition is filed with the City Clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when: (a) there is a final determination of insufficiency of the petition; or (b) the petitioners' committee withdraws the petition; or (c) the council repeals the ordinance; or (d) upon the affirmative vote of the voters on the ordinance.

Section 10.6. Action On Petitions.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) Action By Council. When an initiative or referendum petition has been finally determined sufficient, the council shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If the council fails to adopt a proposed initiative ordinance without any change in substance within 60 days or fails to repeal the referred ordinance within 30 days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the qualified registered voters of the City.
- (b) Submission To Voters. The vote of the City on a proposed or referred ordinance shall be held not later than one year from the date of the final determination as to the sufficiency of the petitions. If no regular City election is to be held within the period prescribed in this subsection, the council shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the council may in its discretion provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available at the polls.
- (c) Withdrawal Of Petitions. An initiative, referendum or recall petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.
- (d) Recall Election. When a recall petition has been certified to the City council as sufficient by the City Clerk, the City council shall fix a date for holding the election at the next available April, August or November election. If such office becomes vacant prior to the election, such election shall be cancelled, and the vacancy shall be filled as provided in this charter.
- (e) Recall Ballot. The Ballot shall be in the following form:

SHALL _____(Name/Title)_____ BE REMOVED FROM OFFICE?

Section 10.7. Results Of Election.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) Initiative. If a majority of the qualified registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- (b) Referendum. If a majority of the qualified voters voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.
- (c) Recall. If a majority of the qualified registered voters voting in such recall election shall vote in favor of the recall, then a vacancy shall exist. Such vacancy shall be filled as provided in this charter. If a majority of the qualified registered voters voting in such election shall vote against the recall, the elected officer shall continue in office. Any such person who has been recalled shall be ineligible to serve in the City in any capacity at any time during the remainder of the term for which the person was originally elected.

Section 10.8. Conduct Of Initiative Referendum And Recall Elections.

[R.O. 2011; Approved by electorate, November 3, 1981]

Notice of initiative, referendum and recall elections shall be given, the elections conducted, the returns canvassed, and the results declared in all respects as are other City elections.



Kurt Bahr
Director of Elections

December 8, 2025

Kimberly Hudson, City Clerk
City of Saint Charles, MO

Re: Amended St. Charles City Parks Initiative Petition – Signature Verification Results

Dear Ms. Hudson:

The St. Charles County Election Authority has completed its verification of the submitted signatures from the St. Charles City Parks Initiative Petition amended with extra pages.

In accordance with the St Charles City Charter, the petition needed a minimum of 4,839 valid signatures from registered voters within the City of Saint Charles to gain ballot access.

The Election Authority received a total of 5,518 signatures.

Of these:

- 4,250 signatures were accepted
- 1,268 signatures were rejected

The number of valid signatures to qualify for placement on the ballot is deficient by 589.

Please feel free to contact our office should you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kurt Bahr", is written over a light blue horizontal line.

Kurt Bahr, Director of Elections

St. Charles County Election Authority



OFFICE OF THE CITY CLERK

www.stcharlescitymo.gov

December 9, 2025

Mr. David Todd Reineke
409 Clarendon Lane
St. Charles, MO 63301

Via Email and U.S. Postal Service Registered Certified Mail

Dear Mr. Reineke,

Enclosed is a copy of the official certification from the St. Charles County Election Authority, signed by Director of Elections Kurt Bahr, indicating that the amended petition has been certified as insufficient.

For your reference, I have also attached Article X, Section 10.4 of the City of Saint Charles Charter, which outlines the next steps in the process for Council review. Section 10.4(b) provides:

If . . . an amended petition has been certified insufficient, the committee may, within two days after receiving the copy of such certificate, file a request that it be reviewed by the council. The council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition.

If you choose to file a request for review from the City Council, please state the reason(s) for your belief that the St. Charles County Election Authority's determination of insufficiency is incorrect and that the amended petition should have been certified as sufficient.

Your two (2)-day timeline begins on the date you receive the registered mailing. If you prefer, you may acknowledge receipt of these materials and file the request via email.

Please let me know if you have any questions.

Sincerely,

Emily Galantowicz
Assistant City Clerk, City of Saint Charles, MO

Enc.



Kurt Bahr
Director of Elections

December 8, 2025

Kimberly Hudson, City Clerk
City of Saint Charles, MO

Re: Amended St. Charles City Parks Initiative Petition – Signature Verification Results

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The Election Authority received a total of 5,518 signatures.

Of these:

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The number of valid signatures to qualify for placement on the ballot is deficient by 589.

Please feel free to contact our office should you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kurt Bahr", is written over a faint, larger version of the signature.

Kurt Bahr, Director of Elections

St. Charles County Election Authority

Chapter C. The Charter

Article X. Initiative, Referendum and Recall

Section 10.1. General Authority.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) Initiative. The qualified registered voters of the City shall have power to propose ordinances to the council and, if the council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a City election, provided that such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes, zoning or salaries of City officers or employees. No proposed initiative ordinance shall contain more than one subject which shall be clearly expressed in its title.
- (b) Referendum. The qualified registered voters of the City shall have power to require reconsideration by the council of any adopted ordinance and, if the council fails to repeal an ordinance so reconsidered, to approve or reject it at a City election, provided that such power shall not extend to the budget or capital program, any emergency ordinance, any ordinance levying a special assessment or providing for the issuance of special tax bills, or any ordinance relating to zoning, appropriation of money, or levy of taxes.
- (c) Recall. Any official elected by popular vote may be removed by the voters qualified to vote for the official's successor for malfeasance in office except as hereinafter provided, such power to be known as the recall. No official elected by popular vote shall be subject to recall within six (6) months from induction into office or during the last six (6) months of the official's term; and if the official is retained in office upon any recall election, the official shall not be subject to recall within a period of twelve (12) months thereafter.

Section 10.2. Commencement Of Proceedings; Petitioners' Committee; Affidavit.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

Any five (5) qualified registered voters may commence initiative, referendum or recall proceedings, provided they are qualified to vote for the official's successor, by filing with the City Clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance, or citing the ordinance to be reconsidered, or specifying the name of the elected official to be recalled and a general statement of the substance of the grounds for recall.

Promptly after the affidavit of the petitioners' committee is filed the clerk shall issue the appropriate petition blanks to the petitioners' committee. Only petition blanks issued by the City Clerk may be circulated.

Section 10.3. Petitions.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 99-2 approved by electorate, April 6, 1999; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) **Number Of Signatures.** Initiative and referendum petitions shall be signed by qualified registered voters of the City equal in number to at least 10 per cent of the total number of qualified registered voters registered to vote at the last regular City election. A recall petition shall be signed by qualified registered voters qualified to vote for the official's successor equal to 20 per cent of the total number of qualified registered voters registered to vote at the last regular City election.
- (b) **Form And Content.** All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be preceded by the date signed and followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed, the ordinance sought to be reconsidered, or and a general statement of the substance of the grounds for recall of an elected official.
- (c) **Affidavit Of Circulator.** Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed, the ordinance sought to be reconsidered, or a general statement of the substance of the grounds for a recall of an elected official. Such affidavit shall be notarized. Only registered voters of the County of St Charles may circulate petitions for initiative, referendum or recall. Violation of this section shall subject the violator to a penalty as prescribed by ordinance and invalidate the petition signature.
- (d) **Time For Filing Referendum Petitions.** Referendum petitions must be filed within 30 days after adoption by the council of the ordinance sought to be reconsidered. Initiative and recall petitions must be filed within six months of the formation of the petitioners' committee.

Section 10.4. Procedure After Filing.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) **Certificate Of Clerk; Amendment.** Within twenty days after the petition is filed, the City Clerk shall deliver the petition to the election authority who shall determine its sufficiency and shall certify its sufficiency to the council. If it is certified insufficient, the clerk shall promptly send a copy of the certificate to the petitioners' committee by registered mail.

A person may remove their name from the petition by filing a form with the clerk prior to the enactment of the ordinance fixing a date for holding an election.

A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two days after receiving the copy of the sufficiency certificate and files a supplementary petition upon additional papers issued by the City Clerk, and labeled supplementary petitions, within ten days after receiving the copy of such certificate. Such supplementary petition shall comply with requirements of subsections **(b)** and **(c)** of section 10.3 and within ten days after it is filed the clerk shall deliver the petition to the election authority who shall determine its sufficiency and shall certify its sufficiency to the council. The clerk shall promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or requires council review under subsection **(b)** of this section within the time required, the clerk shall

promptly present the certificate to the council and the certificate shall then be a final determination as to the sufficiency of the petition.

- (b) Council Review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two days after receiving the copy of such certificate, file a request that it be reviewed by the council. The council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition.
- (c) Court Review; New Petition. A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

Section 10.5. Referendum Petitions; Suspension Of Effect Of Ordinance.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

When a referendum petition is filed with the City Clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when: (a) there is a final determination of insufficiency of the petition; or (b) the petitioners' committee withdraws the petition; or (c) the council repeals the ordinance; or (d) upon the affirmative vote of the voters on the ordinance.

Section 10.6. Action On Petitions.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) Action By Council. When an initiative or referendum petition has been finally determined sufficient, the council shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If the council fails to adopt a proposed initiative ordinance without any change in substance within 60 days or fails to repeal the referred ordinance within 30 days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the qualified registered voters of the City.
- (b) Submission To Voters. The vote of the City on a proposed or referred ordinance shall be held not later than one year from the date of the final determination as to the sufficiency of the petitions. If no regular City election is to be held within the period prescribed in this subsection, the council shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the council may in its discretion provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available at the polls.
- (c) Withdrawal Of Petitions. An initiative, referendum or recall petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.
- (d) Recall Election. When a recall petition has been certified to the City council as sufficient by the City Clerk, the City council shall fix a date for holding the election at the next available April, August or November election. If such office becomes vacant prior to the election, such election shall be cancelled, and the vacancy shall be filled as provided in this charter.

(e) Recall Ballot. The Ballot shall be in the following form:

SHALL _____(Name/Title)_____ BE REMOVED FROM OFFICE?

Section 10.7. Results Of Election.

[R.O. 2011; Approved by electorate, November 3, 1981; Amending Ord. 06-202 approved by electorate, November 7, 2006]

- (a) Initiative. If a majority of the qualified registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- (b) Referendum. If a majority of the qualified voters voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.
- (c) Recall. If a majority of the qualified registered voters voting in such recall election shall vote in favor of the recall, then a vacancy shall exist. Such vacancy shall be filled as provided in this charter. If a majority of the qualified registered voters voting in such election shall vote against the recall, the elected officer shall continue in office. Any such person who has been recalled shall be ineligible to serve in the City in any capacity at any time during the remainder of the term for which the person was originally elected.

Section 10.8. Conduct Of Initiative Referendum And Recall Elections.

[R.O. 2011; Approved by electorate, November 3, 1981]

Notice of initiative, referendum and recall elections shall be given, the elections conducted, the returns canvassed, and the results declared in all respects as are other City elections.



December 11, 2025

Mr. David Todd Reineke
409 Clarendon Lane
St. Charles, MO 63301
dreineke@us.ibm.com

Sent via Email

Dear Mr. Reineke,

I hope today finds you well.

This letter confirms receipt of your email sent to the Office of the City Clerk at 2:43 pm on Wednesday, December 10, 2025. As you noted in that email, the Committee has filed its request for the City Council to review the St. Charles County Election Authority's certificate of insufficiency of the Committee's amended petition, in accordance with Section 10.4(b) of the City Charter.

Please note that pursuant to Rule 14.A of the Council Rules, the cutoff time for any items to be included on a Council Meeting agenda shall be 12:00 p.m. on the Wednesday preceding the meeting. For this reason, the Council Review shall be on the January 6, 2026 Council Meeting Agenda. This also provides your Committee an adequate opportunity to review the Election Authority's certification and prepare any materials for the Council to consider in making its determination.

The Council review of the Election Authority's certificate of insufficiency shall take place during the "Items for Council Action" section on the Order of Business for Regular Sessions, Council Rule 13.A.15. The Committee shall have an opportunity to make a presentation, not to exceed ten (10) minutes, to the Council during that review period. If individuals who are not a member of the Committee wish to address Council, they may do so during the Public Comment portion of the Council Agenda. Council Rule 13.A.4.

If you wish to provide written materials to be distributed to the Council as part of their meeting packet for the January 6 meeting, those materials must be received by **Friday, December 19 at noon**. Otherwise, you may provide further written comments or materials to the Council



for their consideration before the Council Meeting, in accordance with Council Rule 45.C.6, which states:

- A. Written Public Comments provided to the City Clerk by 4:00 p.m. on the Friday before the City Council meeting (or, in a week City holidays, the last business day of the week before the City Council meeting) will be distributed to the Mayor and City Council prior to the meeting and will be included in the records of the Council meeting. Written comments provided after that time but before 12:00 p.m. on the day of the City Council meeting will be distributed to the Mayor and City Council separately before the meeting. Written comments will not be read aloud at the meeting.
- B. A person who wishes to have paper copies of any printed material distributed at a Council meeting as part of public comment or public hearing shall provide fourteen (14) copies for staff to distribute to Council on the day of the meeting. The copies must be provided to the City Clerk before scheduled start of the City Council meeting.

Therefore, any written materials you wish to be included in the records of the Council meeting must be submitted to our office by 4:00 pm on Friday, January 2, 2026. Any materials received after that time shall be handled in accordance with Council Rule 45.C.6.

Please note that, pursuant to Section 10.4(b) of the City Charter, the Council's review is limited to a review of whether the Election Authority correctly determined that the amended petition was insufficient. Accordingly, the Council's review shall not consider the substantive merits of the ordinance proposed.

Finally, regarding your records request, Reference #PRR2025-512, the City has determined, in accordance with Section 610.026 RSMo., that a waiver of the fees charged for this request is in the public interest. As such, the fees paid for this request in the amount of \$79.10 shall be refunded to you, accordingly. Please note, however, that the decision to waive such fees is wholly within the discretion of the City, and the decision to waive these fees in this instance shall have no bearing or weight on such decisions regarding future records requests.

Thank you for your time and consideration in this matter.



OFFICE OF THE CITY CLERK

www.stcharlescitymo.gov

Sincerely,

Emily Galantowicz
Assistant City Clerk
City of St. Charles, MO

**MATERIALS
SUBMITTED BY THE
PETITIONERS
COMMITTEE FOR
COUNCIL REVIEW**

Introduction

City Council Members;

On January 6th, 2026 you will be conducting a council review of the signatures turned in for the initiative petition to “Save the St. Charles Parks”.

The City Council is not reviewing whether the petition “got enough signatures.”

They are reviewing whether the **Election Authority correctly determined insufficiency**.

This is explicitly stated in the Charter:

“The council shall review the certificate ... and approve or disapprove it.”

This is a final determination as to the sufficiency of the petition.

(Article X, Section 10.4(b))

That means the Council has the **power to override** the Election Authority if the Authority:

- misapplied the Charter,
- made clerical or procedural errors,
- rejected signatures that should count,
- failed to follow proper verification standards.

Several problems have been uncovered:

- "Rejected – Wrong Address" where the sheets DO have correct addresses.
- "Wrong District" even when the voter is **in the City**.
- Groups of signatures rejected due to “not registered” while Secretary of State data shows they are.
- Rejected signatures due to “wrong signature” when the person did indeed sign.

These kinds of errors directly fall within the Council’s review authority because they relate to whether the **EA correctly determined insufficiency**.

The Charter sets strict and clear rules for signatures and the EA deviated from them.

The Charter requires:

- Signer = **qualified registered voter of the City**
- Signatures must include date + address
- Circulator affidavits must be completed

It **does not** allow:

- rejecting signatures for trivial formatting issues,
- rejecting because handwriting varies,
- rejecting when the address is in warded city limits but “district mismatch” in EA’s system,
- rejecting because of software database issues,
- rejecting because EA did not properly process address changes.

The Council can and should decide whether the verification was done **in accordance with Charter standards** not the EA’s internal or informal rules.

When the EA applies rules not in the Charter, they create an incorrect determination.

“The voters of St. Charles adopted Article X to empower citizen petitions. The Election Authority’s unpublished rules cannot override the charter approved by the citizens.”

The Charter gives the Council **final authority** over sufficiency determinations because:

- Petition rights are fundamental democratic rights.
- The Council is the only body directly accountable to the voters.
- The EA is not permitted to have the final word when errors exist.

“...the council’s determination shall then be a final determination as to the sufficiency of the petition.”

If the Council does not correct clear verification errors, then petition rights in St. Charles will be meaningless for all future citizens.

We are asking you to enforce the Charter.

- The Charter requires a fair and correct determination.
- The EA's certificate is flawed, inconsistent, and contradicted by evidence.
- The number of errors easily exceeds the 395 signature gap.
- The Charter gives *you*, not the Election Authority, the power and duty to correct this.

Walkthrough of Examples

Purpose of This Document

This document provides a handful of the many documented examples of petition signatures that were rejected by the St. Charles County Election Authority and demonstrates, using official records, that those rejections are not supported by the available evidence.

Each example is evaluated using three independent sources:

1. The Election Authority's signature verification report
2. Scanned petition sheets provided by the City Clerk
3. The Missouri Secretary of State's November 2025 registered voter data

Abbreviations Used

- **SOS** = Missouri Secretary of State
- **EA** = St. Charles County Election Authority

Walkthrough of Examples

Example A

1. Rejection as Reported by the Election Authority

The Election Authority's report shows a rejected signature on page 22, line 11, with the rejection reason listed as "Not Registered." No additional explanation is provided in the report.

22	10	73582322	DRUELINGER, MARY THERESE	3321 CAMP ST ST CHARLES MO 63301	Accepted	Registered Voter
22	11				Rejected	Not Registered
22	12	750213942	GIESEKE, CYNTHIA DAWN	3520 CANAL ST ST CHARLES MO 63301	Accepted	Registered Voter

2. Petition Sheet Verification

The corresponding petition sheet was located using the page and line references. Line 10 lists Mary Druelinger and line 12 lists Cynthia Gieseke, which matches the order shown in the Election Authority report.

Line 11 lists Ellie Smith with an address of 3232 Domain Street.

6/5/25	Mary Davelinger	Mary Davelinger	3321 Camp Street
10/9/25	Ellie Smith	Ellie Smith	3232 Domain Street
10-525	Cynthia Gieseke	Cynthia Gieseke	3520 Canal St.

3. Registered Voter Verification (SOS Data)

The Missouri Secretary of State's registered voter data was searched for Ellie Smith at 3232 Domain Street. This individual is listed as a registered voter in the SOS data.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	U	Z	AD	
1	County	Voter ID	First Name	Middle Name	Last Name	House #				Street Name	Residential	Re	Resider	Registration	Ward	Voter St		
61257	St. Charles	16779151	JEFFREY	THOMAS	SMITH	3232				DOMAIN	ST	ST CHARLES	MO	63301	8/18/2008	C106-WD08	Active	
61258	St. Charles	16836199	KATIE	MICHELLE	SMITH	3232				DOMAIN	ST	ST CHARLES	MO	63301	2/7/2007	C106-WD08	Active	
98865	St. Charles	752887304	ELLIE	MARIE	SMITH	3232				DOMAIN	ST	ST CHARLES	MO	63301	9/3/2025	C106-WD08	Active	

4. Determination

Because Ellie Smith is confirmed as a registered voter at the listed address, the rejection reason of "Not Registered" is incorrect.

Example B

1. Rejection as Reported by the Election Authority

The Election Authority's report lists a rejected signature on page 94, line 11, with the rejection reason "Wrong Address" for John Greaves, address listed as 2932 W Adams.

94	11	46554917	GREAVES, PATRICIA ANN	2932 W ADAMS ST	ST CHARLES	MO	63301	Accepted	Registered Voter
94	12	46555347	GREAVES, JOHN PATRICK	2932 W ADAMS ST	ST CHARLES	MO	63301	Rejected	Wrong Address
94	13							Rejected	Not Registered

2. Petition Sheet Verification

The petition sheet corresponding to page 94 was reviewed. On line 11, John Greaves wrote the address 2932 W Adams, which matches the address listed in the Election Authority report.

Additionally, the signature immediately above belongs to John Greaves's spouse, who is listed at the same address.

8/9	Patty Greaves	Patty Greaves	2932 WEST ADAMS ST
9/9	John Greaves	John Greaves	2932 WEST ADAMS ST
10/10	Thomas Greaves	Thomas Greaves	4122 W Adams St

4. Determination

Because the address written by the signer matches the reported address and is corroborated by another signer at the same address, the rejection for "Wrong Address" is incorrect.

Example C

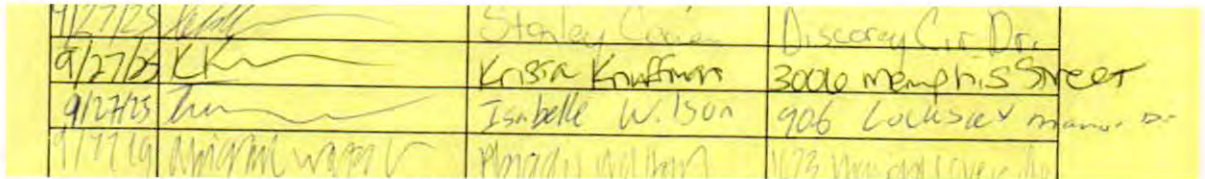
1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 23, line 18, with the rejection reason "Not Registered." No additional explanation is provided.

23	16	730041034	DAT, ADAM MICHAEL	31 DAVID DR ST CHARLES MO 63304	Rejected	Other District
23	17	73244464	COWEN, STANLEY JEROME	215 DISCOVERY VILLAGE CIR WENTZVILLE MO 63385	Rejected	Other District
23	18				Rejected	Not Registered
23	19				Rejected	Not Registered
23	20	752613802	WATSON, ABIGAIL JEAN	1023 MARIONS COVE DR LAKE ST LOUIS MO 63367	Rejected	Other District

2. Petition Sheet Verification

The petition sheet was reviewed. Line 17 lists Stanley Cowen, matching the EA report. Line 18 lists Krista Knuffma with an address of 3006 Memphis Street.



3. Registered Voter Verification (SOS Data)

SOS voter registration data confirms Krista Knuffma is a registered voter at 3006 Memphis Street.

County	Voter ID	First Name	Middle Name	Last Name	House #	Street Name	Residential	Resider	Registration	Ward	Voter St	
60466 St. Charles	73093454	KRISTA	MAUREEN	HOBBS KNUFFMA	3006	MEMPHIS	ST	ST CHARLES MO	63301	9/12/2000	C106-WD08	Active
60479 St. Charles	73116544	DARAN	LEE	KNUFFMAN	3006	MEMPHIS	ST	ST CHARLES MO	63301	12/21/2021	C106-WD08	Active

5. Determination

Because the signer is confirmed as a registered voter at the listed address, the rejection reason "Not Registered" is incorrect.

Example D

1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 25, line 8, with the rejection reason "Not Registered." No additional explanation is provided.

25	7	46627414	PERKINSON, GRAYCE ELLEN	1538 SHADOW LN ST CHARLES MO 63303	Accepted	Registered Voter
25	8				Rejected	Not Registered
25	9				Rejected	Not Registered
25	10	751290703	ANDERSON, PATRICIA KAY	27 ORCHARD CT ST CHARLES MO 63301	Accepted	Registered Voter

2. Petition Sheet Verification

The petition sheet was reviewed. Line 7 lists Grace Perkison, matching the EA report. Line 8 lists Lori Sprague with an address of 3661 New Town.

8/15	Grace Terkinson	Grace Terkinson	1538 Shady Ln
8/15	Lori Sprague	Lori Sprague	3661 S. New Town
8/15	Cecelia Henry	Cecelia Henry	934 Hawthorn Ave
8/15	Patricia Anderson	Patricia Anderson	27 Orchard Court

3. Registered Voter Verification (SOS Data)

SOS voter registration data confirms Lori Sprague is a registered voter at 3661 New Town.

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	U	Z	AD
	County	Voter ID	First Name	Middle Name	Last Name	House #	St	Street Name	St	Residential	Res	Resider	Registration	Ward	Voter St		
22482	St. Charles	46680247	JULIE	LYNN	ALLEN	3661	S	NEW TOWN		AVEST CHARLES	MO	63301	2/1/2004	CI06-WD08	Active		
22483	St. Charles	46687468	ROGER	EDWARD	ALLEN	3661	S	NEW TOWN		AVEST CHARLES	MO	63301	7/1/2004	CI06-WD08	Active		
100303	St. Charles	75268209	LORI	ANN	SPRAGUE	3661	S	NEW TOWN		AVEST CHARLES	MO	63301	7/8/2025	CI06-WD08	Active		

4. Determination

Because Lori Sprague is confirmed as a registered voter at the listed address, the rejection reason of "Not Registered" is incorrect.

Example E

1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 223, line 7, with the rejection reason "Wrong Address." for Michael Jensen, address listed as 3408 Greensmith.

223	6	751366552	SOTELO, CARLOS ROBERTO	3357 TIMBERCROSS PL ST CHARLES MO 63301	Accepted	Registered Voter
223	7	38675157	JENSEN, MICHAEL LEROY	3408 W GREENSMITH ST ST CHARLES MO 63301	Rejected	Wrong Address
223	8	752132407	GEORGE, ROGER DALE	33 AUBREY PL ST CHARLES MO 63303	Accepted	Registered Voter

2. Petition Sheet Verification

The petition sheet was reviewed. Line 6 lists Carlos Sotelo, matching the EA report. Line 7 lists Mike Jansen with an address of 1127 Jackson St.

5/24/15	Carlos Sotelo	Carlos Sotelo	3357 Timbercross Pl
5/24	Mike Jansen	Mike Jansen	1127 Jackson St.
5/24	Roger George	Roger George	33 Aubrey Pl
5/24	Patricia Anderson	Patricia Anderson	27 Orchard Court

3. Registered Voter Verification (SOS Data)

SOS voter registration data shows Mike Jansen as a registered voter at 1127 Jackson St. The name "Mike Jansen" and the address and voter registration confirm the same individual.

A	B	C	D	E	F	G	H	I	J	K	P	Q	R	Y	AU	AH	AI
County	Voter ID	First Name	Middle Name	Last Name	House #	St	Street Name	St	Residential	Res	Resider	Registration	Ward	Voter St	Voter H		
St. Charles	46525720	MICHAEL	CHARLES	JANSEN			1127 JACKSON	ST	ST CHARLES	MO	63301	3/19/2019	CI06-WD02	Active			11/05/202

4. Determination

Because Mike Jansen is confirmed as a registered voter at the listed address, the rejection reason of "Wrong Address" is incorrect.

Example F

1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 31, line 14, with the rejection reason "Not Registered." No additional explanation is provided.

31	13	750661852	KETCHUM, JENNIFER LYNN	5036 ARPENT ST ST CHARLES MO 63301	Accepted	Registered Voter
31	14				Rejected	Not Registered
31	15	46592837	KEINER, THOMAS ROBERT	3205 S MESTER ST ST CHARLES MO 63301	Accepted	Registered Voter

2. Petition Sheet Verification

The petition sheet was reviewed. Line 13 lists Jennifer Ketchum, matching the EA report. Line 14 lists John Anderson with an address of 3516 Canal.

13	Jennifer Ketchum	5036 Arpent Street
14	John Anderson	3516 Canal St 63301
15	Thomas Keiner	3205 S. Mester St

3. Registered Voter Verification (SOS Data)

SOS voter registration data confirms John Anderson is a registered voter at 3516 Canal.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	U	Z	AD
County	Voter ID	First Name	Middle Name	Last Name	House #	Street Name	Resident	Resider	Registration	Ward	Voter St					
St. Charles	752893824	JOHN	STEPHEN	ANDERSON	3516	CANAL	ST	ST CHARLES MO	63301	9/30/2025	CI06-WD08	Active				

4. Determination

Because John Anderson is confirmed as a registered voter at the listed address, the rejection reason of "Not Registered" is incorrect.

Example G

1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 32, line 13, with the rejection reason "Not Registered." No additional explanation is provided.

32	12	46570807	MAASSEN, JEFFREY WAYNE	3479 WAINWRIGHT ST ST CHARLES MO 63301	Accepted	Registered Voter
32	13				Rejected	Not Registered
32	14				Rejected	Not Registered
32	15	46558062	MCCULLOUGH, FRANCES JO	56 HUNTINGTON PKWY ST CHARLES MO 63301	Accepted	Registered Voter

2. Petition Sheet Verification

The petition sheet was reviewed. Line 12 lists Jeff Maassen, matching the EA report. Line 13 lists Melanie Maassen with an address of 3479 Wainwright.

9-27	<i>Jeff Maassen</i>	Jeff Maassen	3479 Wainwright St. 63301
9-27	<i>Melanie Maassen</i>	Melanie Maassen	3479 Wainwright St 63301
9-27	<i>Elijah</i>	Elijah	1233 Ridge Road, St. Charles
9-27	<i>Frances McCullough</i>	Frances McCullough	56 Huntington Parkway St Charles

3. Registered Voter Verification (SOS Data)

SOS voter registration data confirms Melanie Maassen is a registered voter at 3479 Wainwright.

	A	B	D	E	G	J	K	P	Q	R	Y	AD	AH	AI	AJ	
	County	Voter ID	First Name	Middle Name	Last Name	House #	Street Name	St	Residential	Re-	Resider	Registrar	Ward	Voter St	Voter H	Voter H
11	St. Charles	46570807	JEFFREY	WAYNE	MAASSEN	3479	WAINWRIGHT ST	ST CHARLES	MO	63301	5/1/1994	CI06-WD08	Active	11/05/202	02/07/202	
12	St. Charles	750004649	MELANIE	JO	MAASSEN	3479	WAINWRIGHT ST	ST CHARLES	MO	63301	7/10/2006	CI06-WD08	Active	11/05/202	02/07/202	

4. Determination

Because Melanie Maassen is confirmed as a registered voter at the listed address, the rejection reason of "Not Registered" is incorrect.

Example H

1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 51, line 3, with the rejection reason "Not Registered." No additional explanation is provided.

51	2	46511559	ALLEN, LINDA SUE	2710 SUNDOWNER DR	ST CHARLES MO 63303	Accepted	Registered Voter								
51	3					Rejected	Not Registered								
51	4	751957547	WILLIAMS, ANDREW JAMES	36 WOLVERTON CT	ST CHARLES MO 63301	Accepted	Registered Voter								

2. Petition Sheet Verification

The petition sheet was reviewed. Line 2 lists Linda Allen, matching the EA report. Line 3 lists Heriberto Fuentes Pedroz with an address of 2 River Wind.

9/27/25	<i>Linda Allen</i>	Linda Allen	2710 SUNDOWNER DR ST CHARLES MO 63303
9/22/25	<i>Heriberto Fuentes Pedroz</i>	Heriberto Fuentes Pedroz	2 RIVER WIND DR ST CHARLES 63301
9/22/25	<i>Andrew Williams</i>	Andrew Williams	36 WOLVERTON CT 63301

3. Registered Voter Verification (SOS Data)

SOS voter registration data confirms Heriberto Fuentes Pedroz a registered voter at 2 River Wind.

	A	B	C	D	E	F	G	J	K	P	Q	R	Y	AD	AH	AI
	County	Voter ID	First Name	Middle Name	Last Name	House #	Street Name	St	Residential	Re-	Resider	Registrar	Ward	Voter St	Voter H	Voter H
1	St. Charles	751637309	HERIBERTO		FUENTES PEDROZ	2	RIVER WIND	DR	ST CHARLES	MO	63301	12/8/2018	CI06-WD01	Active	11/05/202	

4. Determination

Because Heriberto Fuentes Pedroz is confirmed as a registered voter at the listed address, the rejection reason of "Not Registered" is incorrect.

Example I

1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 51, line 21, with the rejection reason "Not Registered." No additional explanation is provided.

		MARK			
51	20	46581832	PAITZ, TRACY LYNN	233 WAYFAIR LNDG ST CHARLES MO 63301	Accepted Registered Voter
51	21				Rejected Not Registered
52	1	46651229	FLEIG, SCOTT JEFFREY	38 EXPEDITION TRAIL CT ST CHARLES MO 63303	Accepted Registered Voter

2. Petition Sheet Verification

The petition sheet was reviewed. Line 20 lists Tracy Paitz, matching the EA report. Line 21 lists John Williams with an address of 414 Summer Glen.

9-27	<i>[Signature]</i>	233 Wayfair Ln	TRACY PAITZ
9-27	<i>[Signature]</i>	414 Summer Glen	JOHN WILLIAMS

3. Registered Voter Verification (SOS Data)

SOS voter registration data confirms John Williams a registered voter at 414 Summer Glen.

County	Voter ID	First Name	Middle Name	Last Name	House	Street Name	St	Residential	Re-	Resider	Registration	Ward	Voter St	Voter H
St. Charles	750500430	JOHN	VAN	WILLIAMS	414	SUMMER GLEN	LN	ST CHARLES	MO	63301	6/12/2023	CI06-WD08	Active	11/04/200

4. Determination

Because John Williams is confirmed as a registered voter at the listed address, the rejection reason of "Not Registered" is incorrect.

Example J

1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 165, line 15, with the rejection reason "Wrong Address." for Deborah Bohnert, address listed as 27 Gum Tree

163	14	40321137	SANDER, SHIRLEY ANN	2605 LEONARD DR ST CHARLES MO 63301	Accepted	Registered Voter
165	15	73549274	BOHNERT, DEBORAH JEAN	27 GUM TREE PL ST CHARLES MO 63301	Rejected	Wrong Address
165	16	72957498	PAGANO, KATHRYN ANN	16 TALVISTA DR ST CHARLES MO 63303	Accepted	Registered Voter

2. Petition Sheet Verification

The petition sheet was reviewed. Line 16 lists Carlos Sotelo, matching the EA report. Line 15 lists Deborah Bohnert with an address of 27 Gum Tree.

6-5-25	Shirley Sander	Shirley Sander	2605 Leonard Dr.
6-5-25	Deborah Bohnert	Deborah Bohnert	27 Gum Tree
6-5-25	Kathryn A. Pagano	Kathryn A. Pagano	16 Talvista Dr

3. Registered Voter Verification (SOS Data)

SOS voter registration data shows Deborah Bohnert as a registered voter at 27 Gum Tree

County	Voter ID	First Name	Middle Name	Last Name	House #	Street Name	St	Residential	Re	Resider	Registration	Ward	Voter St	Voter H	Ve
24759 St. Charles	73549274	DEBORAH	JEAN	BOHNERT		27 GUMTREE	PL	ST CHARLES	MO	63301	9/4/2012	C106-WD10	Active	11/05/202	04

4. Determination

Because Deborah Bohnert is confirmed as a registered voter at the listed address, the rejection reason of "Wrong Address" is incorrect.

Example K

1. Rejection as Reported by the Election Authority

The EA report lists a rejected signature on page 33, line 6, with the rejection reason "Other District." for Roberta McCarty, address listed as 3225 Rue Royale

33	5	751217325	MCCARTY, MICAH MARIE	3225 RUE ROYALE ST ST CHARLES MO 63301	Accepted	Registered Voter
33	6	46573887	MCCARTY, ROBERTA PARKS	3225 RUE ROYALE ST ST CHARLES MO 63301	Rejected	Other District
33	7	46655933	ALTEPETER, LISA RENEE	3254 CHESTER BLVD ST CHARLES MO 63301	Accepted	Registered Voter

2. Petition Sheet Verification

The petition sheet was reviewed. Line 5 lists Micah McCarty, matching the EA report. Line 6 lists Roberta McCarty with an address of 3225 Rue Royale.

7/4/25	Micah McCarty	Micah McCarty	3225 Rue Royale
7/4/25	Roberta McCarty	Robbie McCarty	3225 Rue Royale
7/4/25	Lisa Altepeter	Lisa Altepeter	3254 Chester Blvd.

3. Registered Voter Verification (SOS Data)

SOS voter registration data shows Roberta McCarty as a registered voter at 3225 Rue Royale in ward 8

A	B	C	D	E	F	G	J	K	P	Q	R	Y	AD	AH
County	Voter ID	First Name	Middle Name	Last Name	House #	Street Name	St	Residential	Re	Resider	Registration	Ward	Voter St	Vc
St. Charles	46573887	ROBERTA	PARKS	MCCARTY		3225 RUE ROYALE	ST	ST CHARLES	MO	63301	5/9/2025	CI06-WD08	Active	11
St. Charles	751217325	MICAH	MARIE	MCCARTY		3225 RUE ROYALE	ST	ST CHARLES	MO	63301	7/20/2023	CI06-WD08	Active	

4. Determination

Because Roberta McCarty is confirmed as a registered voter at the listed address, and in ward 8, the rejection reason of "Other District" is incorrect.

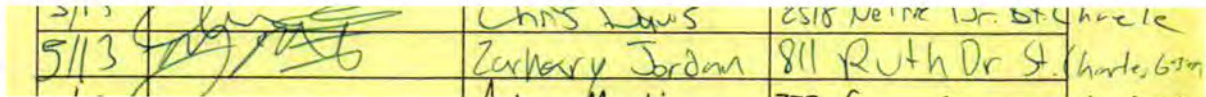
Rejected for “Wrong Signature”

A number of signatures were rejected by the Election Authority as “wrong signature,” even though the individuals themselves have confirmed that they personally signed the petition. These are qualified residents of the City of St. Charles whose intent to participate is not in dispute. Signature variation is common and expected, especially when compared against voter records that may be many years old. **The City Charter does not require signatures to be exact matches, nor does it authorize rejection based on subjective comparisons alone.**

Under Article X, Section 10.4(b), the City Council is responsible for determining whether the Election Authority correctly determined insufficiency. Where voters have affirmatively stated that they signed the petition, continued rejection is both unfair and inconsistent with the Charter’s purpose. These errors silence legitimate voices. The Council should closely review these rejections and, where appropriate, **verify voter intent**, including by contacting constituents within their own wards to ensure that qualified residents are not improperly disenfranchised.

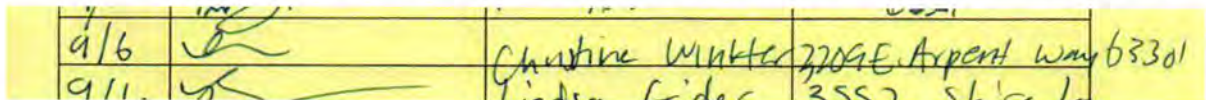
1)

		MICHAEL					
3	16	751448318	JORDAN, ZACHARY MITCHELL	811 RUTH DR ST CHARLES MO 63301	Rejected	Wrong Signature	
3	17	750870030	MARTIN, ASHER ANDREW	3320 GREENER DR ST CHARLES MO 63301	Accepted	Registered Voter	



2)

		ALEXANDER					
14	2	23364452	WINKLER, CHRISTINA MARIE	3209 E ARPENT WAY ST CHARLES MO 63301	Rejected	Wrong Signature	
14	3	751021023	GRIDER, LINDSAY NICOLE	3552 SHIRE LN ST CHARLES MO 63301	Accepted	Registered Voter	



3)

18	7	46534273	KNEEMILLER, DEBORA LEE	1701 CHAPMAN CT ST CHARLES MO 63303	Rejected	Wrong Signature	
18	8	46526066	KNEEMILLER, MICHAEL ALAN	1701 CHAPMAN CT ST CHARLES MO 63303	Accepted	Registered Voter	

8/16	Debbie Kuechly	Debbie Kuechly	1701 Cheyenne Ct
8/16	Mike Kuechly	Mike Kuechly	1701 Cheyenne Ct
8/16			

4)

26	10	751528771	WOODARD, HAILEY MARIE	3572 BARTER ST ST CHARLES MO 63301	Accepted	Registered Voter
26	11	751506882	BONNI, JUVAN ALEXANDER	3572 BARTER ST ST CHARLES MO 63301	Rejected	Wrong Signature

8-10	Sabella Thro	Sabella Thro	2502 Linden Pl
8/20	Hailey Woodard	Hailey Woodard	3572 Barter St
8/26	Juvan Bonni	Juvan Bonni	3572 Barter St
9-8	Kathleen Bonni	Kathleen Bonni	19111 N. 1st Dr

5)

29	2	826544	HILL, ANGELA MARIE	3136 CALHOUN DR ST CHARLES MO 63301	Accepted	Registered Voter
29	3	750948785	BOYD, TEILLA LYNNEICE	3558 ARPENT ST ST CHARLES MO 63301	Rejected	Wrong Signature
29	4	750039083	HOHNSFELT, SAMMONNF	3570 ARPENT ST ST CHARLES MO 63301	Accepted	Registered Voter

10/4/25	Angie Hill	Angie Hill	3136 Calhoun Dr.
10/4/25	Teilla Boyd	Teilla Boyd	3558 Arpent St
10/4/25	Sammonnf Hohnsfelt	Sammonnf Hohnsfelt	3570 Arpent St

6)

29	9				Rejected	Not Registered
29	10	73304162	DITMEYER, CHRISTOPHER MICHAEL	3642 ARPENT ST ST CHARLES MO 63301	Rejected	Wrong Signature
29	11	75032885	BRENTON, KATHLEEN MARIE	5037 ARPENT ST ST CHARLES MO 63301	Accepted	Registered Voter

10/4/25	Chris Ditmeyer	Chris Ditmeyer	3642 Arpent
10/4/25	Chris Ditmeyer	Chris Ditmeyer	3642 Arpent
10.4.25	Kathleen Brenton	Kathleen Brenton	5037 Arpent

7)

30	3	40550072	SCHNEIDER, SARA DEBBI	833 WASHINGTON ST ST CHARLES MO 63301	Accepted	Registered Voter
30	4	751810039	HUNN, ANNA FELICITY	814 NATHAN AVE ST CHARLES MO 63301	Rejected	Wrong Signature
30	5	75032885	BRENTON, KATHLEEN MARIE	5037 ARPENT ST ST CHARLES MO 63301	Accepted	Registered Voter

11/28/25	Sara Schneider	Sara Schneider	833 Washington St.
9/19/25	Anna Hunn	Anna Hunn	814 Nathan Ave
9/20/25	Kathleen Brenton	Kathleen Brenton	5037 Arpent Dr. St. Ch.

8)

39	17	751762453	REA, DORIAN FORREST	3241 BENTWATER PL ST CHARLES MO 63301	Accepted	Registered Voter
39	18	46559810	ZINK, LINDA E	3343 N CANAL WAY ST CHARLES MO 63301	Rejected	Wrong Signature
39	19	75032885	BRENTON, KATHLEEN MARIE	5037 ARPENT ST ST CHARLES MO 63301	Accepted	Registered Voter

9/2	Tom	DOUGLAS REA	
9/15	LINDA ZINK	LINDA ZINK	3343 N CAULWAY
9/20	LARA C. H.	LARA C. H.	

9)

58	1	16758000	HOCKETT, DARRELL THOMAS	1013 KILDEKIN WAY ST CHARLES MO 63301	Accepted	Registered voter
58	8	752758152	ARNOLD, GRACE MCKENNA	3130 WATERWHEEL PL ST CHARLES MO 63301	Rejected	Wrong Signature

Missouri Centralized Voter Registration

1/27	Tom Hockett	JASON HOCKETT	3574 Argonaut
1/27	Tom Hockett	Tom Hockett	1013 Kildekin Way, 63301
5/08	Grace Mckenna	Grace Arnold	3130 Waterwheel Pl

10)

71	8	750637002	CARROLL, MATTHEW WYATT	124 BRIARCLIFF DR ST CHARLES MO 63301	Accepted	Registered Voter
71	9	46659340	ALLEN, NANCY ANN	4215 HINEMAN DR ST CHARLES MO 63301	Rejected	Wrong Signature
71	10				Rejected	Not Registered

5-31	Matthew Carroll	Matthew Carroll	124 Briarcliff Dr
5-31	Nancy Allen	Nancy Allen	4215 Hineman Dr
5-31	Grace Mckenna	Grace Arnold	3130 Waterwheel Pl

11)

92	4	752347850	MUELLER, NATALIE MARIE	6025 NEW TOWN DR ST CHARLES MO 63301	Accepted	Registered Voter
92	5	751425396	MUELLER, PETER WARREN	6025 NEW TOWN DR ST CHARLES MO 63301	Rejected	Wrong Signature

9/13/25	Megan Becker	Megan Becker	3451 Wainwright St, 63301
9/13/25	Natalie Mueller	Natalie Mueller	6025 New Town Dr 63301
9/13/25	Peter Mueller	Peter Mueller	6025 New Town Dr 63301
9-13-25	Toni Stecker	Toni Stecker	3574 Argonaut St

12) & 13)

93	11				Rejected	Not Registered
93	12	752751021	MILLER, CAMERON MONTGOMERY	2368 CHEMIN AVE ST CHARLES MO 63301	Rejected	Wrong Signature
93	13	752750972	MILLER, SARA NADINE	2368 CHEMIN AVE ST CHARLES MO 63301	Rejected	Wrong Signature
93	14	73064889	LAND, JUDITH NAN	14 EAGLE COVE LN ST CHARLES MO 63303	Accepted	Registered Voter

10/11/25	Angela Coleman	Angela Coleman	801 Clarence Dr St Charles, MO, 63301
10/11/25	CAMERON MILLER	Cameron Mille.	2368 Chemin Ave St. C 63301
10/11/25	Sara Miller	Sara Miller	2368 Chemin Ave St. C. 63301
10/11/25	Judith Land	Judith Land	14 Eagle Cove Ln St Charles, MO 63303

14)

94	2	40632827	UMEAKIN, PAIKILK FERDINAND	730 MCDONOUGH ST ST CHARLES MO 63301	Accepted	Duplicate
94	3	751163257	EDWARDS, ASHLYN DANILLE LAWS	3513 BARTER ST ST CHARLES MO 63301	Rejected	Wrong Signature
94	4	757515557	STEVENSON, STEPHANIE	1041 N KINGSTON HIGHWAY ST ST CHARLES MO	Accepted	Registered Voter

8/1	Pat O'Hearry	PAT O'HEARRY	730 McDONOUGH ST
8/9	Ashlyn Edwards	Ashlyn Edwards	3513 Barter St.
8/9	Stephanie Stevenson	Stephanie Stevenson	1041 N Kingston Highway

15)

95	8	73617614	LOY, BRIAN JAMES	2821 HEADLAND DR ST CHARLES MO 63301	Accepted	Registered Voter
95	9	73178006	LOY, ANGELA LOUISE	2821 HEADLAND DR ST CHARLES MO 63301	Rejected	Wrong Signature
95	10				Rejected	Not Registered

9/26/25	Brian Loy	Brian Loy	2821 Headland Dr.
9/26/25	Angela Loy	Angela Loy	2821 Headland Dr.
9/26			3108 Duquette Dr

16)

95	18	73202511	DUNN, JUSTIN THOMAS	3208 BENTWATER PL ST CHARLES MO 63301	Accepted	Registered Voter
95	19	751785796	SHAMBRO, MARIA THERESE	829 PERRY ST ST CHARLES MO 63301	Rejected	Wrong Signature
95	20	461046257	EEAGIN, VICTORIA LYNN	3002 PARK AVE ST CHARLES MO 63301	Accepted	Duplicate

7/27	Justin Dunn	Justin Dunn	3208 Bentwater Pl 63301
9/27	Maria Graham	Maria Graham	829 Perry St

17)

103	8	46530234	SHELTON, LOUISE ANN	1322 N 5TH ST ST CHARLES MO 63301	Accepted	Registered Voter
103	9	751776181	MORA, YVONNE MARIE	206 PERRY ST ST CHARLES MO 63301	Rejected	Wrong Signature
103	10	46712686	ODONNELL, ROBIN SUE	2128 HAWKS LANDING DR LAKE ST LOUIS MO	Rejected	Other District

11/1/25	Louise Shelton	Louise Shelton	1322 N 5th St
11/1/25	Yvonne Mora	Yvonne Mora	206 Perry St

18)

121	10	46575712	KIRSTEN, KATHLEEN MICHELLE	3298 PRINCIPIA AVE ST CHARLES MO 63301	Accepted	Registered Voter
121	11	46575713	KIRSTEN, JOHN WALTER	3298 PRINCIPIA AVE ST CHARLES MO 63301	Rejected	Wrong Signature
121	12	46575714	KIRSTEN, JENNIFER LYNN	3298 PRINCIPIA AVE ST CHARLES MO 63301	Rejected	Other District

5/5/25	Kathleen Kuster	Kathleen Kuster	3298 Principia Ave
5/5/25	John Kuster	John Kuster	3298 Principia Ave
5/5/25	Alberta Redmond	Alberta Redmond	1211 N. 11th St. St. Charles MO 63303

19)

124	9				Rejected	Not Registered
124	10	750597708	RUSSELL, CAMME NICKOLE	401 DOVE DR ST CHARLES MO 63301	Rejected	Wrong Signature
124	11	751819673	ROHIFING IFF ANDREW	2815 BIRCH TREE DR ST CHARLES MO 63301	Accepted	Registered Voter

9/8/25	Camme Saulters	Camme Saulters	401 Dove Drive St. Charles MO 63301
9/8/25			

20)

126	14	762091	KHALIL, YAZAN SAMIH	2601 SUN LAKE DR ST CHARLES MO 63301	Accepted	Registered Voter
126	15	46505479	CAGLE, KATHY LYNN	8 EDMONT CT ST CHARLES MO 63301	Rejected	Wrong Signature

10/6/25	Yazan Khalil	Yazan Khalil	2601 Sun Lake Dr
10/6/25	KATHY CAGLE	KATHY CAGLE	8 EDMONT CT 63301
10/6/25	GARY PARK	GARY PARK	521 S. 1st St. St. Charles MO 63301

21)

135	7	752515858	WINSEL, JOHN ROBERT	67 SAINT EDITH CT ST CHARLES MO 63301	Accepted	Registered Voter
135	8	46563916	SIMON, SHARON MARIE	20 DOCS CT ST CHARLES MO 63303	Rejected	Wrong Signature
135	9	752580570	FLOOD, SCOTT ELLIOTT	155 PALAIS CT ST CHARLES MO 63301	Accepted	Registered Voter

3/10/25	Sharon Marie Simon	Sharon Marie Simon	20 Docs Ct
3/10/25			155 Palais Ct

22)

137	19	822426	STRANATHAN, VICKI ANN	417 COPPERFIELD CT ST CHARLES MO 63301	Accepted	Registered Voter
137	20	752263335	RODRIGUEZ, ANGEL	295 CRESTFIELD CT ST CHARLES MO 63301	Rejected	Wrong Signature
137	1	46627771	STOVER, BEBECCA ANN	1725 LYNNBROOK DR ST CHARLES MO 63303	Accepted	Registered Voter

8/28	Vicki Stranathan	Vicki Stranathan	417 Copper Field Ct
8/28	Angel Rodriguez	Angel Rodriguez	295 Crestfield Ct

23)

140	2	752646655	HENDERSON, ANGEL MICHELLE	1900 N 4TH ST ST CHARLES MO 63301	Rejected	Wrong Signature
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10-1-25	Ron Junch Dr	Hanna Jo Drake	918 Palisades Cir. 63301
10-1-25	Angel Henderson	Angel Henderson	1900 N 4th st 63301
10-1-25	705 Elmwood

24)

143	8	750967905	SPARKS, JESSICA RENA WALKER	3370 SIMEON BUNKER ST ST CHARLES MO 63301	Rejected	Wrong Signature
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5-17-25	D Kirk	B Kirk	621 Huston St 63301
5-13-25	Jessica Sparks	Jessica Sparks	3370 Simeon Bunker St 63301

25)

144	19	751550009	HAZENFIELD, TODD JAMES	411 S 2ND ST ST CHARLES MO 63301	Accepted	Registered voter
144	20	750202249	WHALEN, PATRICK JOSEPH	3010 OAKMONT CT ST CHARLES MO 63301	Rejected	Wrong Signature
144	21	750030537	THOMPSON KELLY ANN	708 N BENTON AVE ST CHARLES MO 63301	Accepted	Registered Voter

5-19-25	Todd Hazenfield	Todd Hazenfield	411 S 2nd St 63301
8-14-25	Margaret Whalen	Patrick Whalen	3010 Oakmont Ct. 63301
8-14-25	Kelly Thompson	Kelly Thompson	708 N Benton Ave 63301

26)

151	6	751092117	KRAUS, JACOB RYAN	900 N 2ND ST 4 ST CHARLES MO 63301	Accepted	Registered Voter
151	7	751919404	KIRKS, SHANE ALEXANDER	3298 MANGO DR ST CHARLES MO 63301	Rejected	Wrong Signature
151	8	752444417	KIRKS, MARIA NATALIA	704 MARAN DR ST CHARLES MO 63301	Accepted	Registered Voter

5-1-25	Jacob Kraus	Jacob Kraus	900 N 2nd St 63301
6-14-25	Shane Kirks	Shane Kirks	3298 Mango Dr.
6-14-25	Natalia Kirks	Natalia Kirks	704 Maran Dr

27)

152	9	46059049	SUTTON, CEDRIC LORENZO	1404 ALBERTA DR ST CHARLES MO 63303	Accepted	Registered voter
152	10	752020098	HUNTLEY, QUINCY ELON	912 LINDENWOOD AVE ST CHARLES MO 63301	Rejected	Wrong Signature
152	11	46506067	COVILIT MARIE ELAINE	1791 RUCKINGHAM GREEN CT ST CHARLES MO	Accepted	Registered Voter

5-1-25	Cedric Sutton	Cedric Sutton	1404 Alberta Dr 63303
5-1-25	Quincy Huntley	Quincy Huntley	912 Lindenwood

28) & 29)

155	16	751222383	FALCO, OLIVIA LYNAE	3354 SHUTTEN WAY ST CHARLES MO 63301	Accepted	Registered Voter
155	17	46683232	HILL, JAMES ROBERT	322 FRANKLIN ST ST CHARLES MO 63301	Rejected	Wrong Signature
155	18	46580854	HILL, CARRIE MICHELLE	322 FRANKLIN ST ST CHARLES MO 63301	Rejected	Wrong Signature
155	19	750971486	PUGH, STEPHANIE MORRILL	3148 BENTWATER PL ST CHARLES MO 63301	Accepted	Registered Voter

8/31	Olivia Falco	Olivia Falco	3254 Shutter Way
8/31	James Hill	James Hill	322 Franklin
8/31	Carnie Hill	Carnie Hill	322 Franklin

30)

155	20	46628833	MASSMAN, PAMELA ANN	5218 COUNTRY BLUFF DR ST CHARLES MO 63301	Accepted	Registered voter
155	21	46496979	KEEF, SHIRLEY VIRGINIA	513 LEE DR ST CHARLES MO 63301	Rejected	Wrong Signature
156	1	46544480	KLOPSTEIN, KIMBERLY ANN	3604 N NEW TOWN AVE ST CHARLES MO 63301	Accepted	Registered Voter

8/31	PAMELA MASSMAN	PAMELA MASSMAN	5218 COUNTRY BLUFF DR
8/31	Shirley KEEF	Shirley KEEF	513 Lee 63301

31)

163	4	46547120	BELL, ANNISSA RENEE	922 S 4TH ST ST CHARLES MO 63301	Accepted	Registered Voter
163	5	750496483	BELL, MATTHEW EUGENE	922 S 4TH ST ST CHARLES MO 63301	Rejected	Wrong Signature
163	6	46607732	DONZEL, MARY LYNN	21 BARKSTOWN CT ST CHARLES MO 63301	Accepted	Registered Voter

6/10/25	Gina Barro	Gina Barro	2900 Elm St
6/10/25	Annis Bell	Annis Bell	922 S. 4th St
6/10/25	Matthew Bell	Matthew Bell	922 S. 4th St
6/10	MARY DONZEL	MARY DONZEL	21 BARKSTOWN

32) & 33)

Page	Line	Voter ID	Name	Residence	Status	Verification Reason
165	19	751214340	KARANDZIEFF MITCHELL, EMILY CHRISTINE	3010 PARK AVE ST CHARLES MO 63301	Rejected	Wrong Signature
165	20	751138422	MITCHELL, ALEXANDER SCOTT	3010 PARK AVE ST CHARLES MO 63301	Rejected	Wrong Signature
165	21	73235356	HIRER, TRACEY FIZARETH	912 N DUCHESNE DR ST CHARLES MO 63301	Accepted	Registered Voter

6-7-25	Brian Crawford	Brian Crawford	1241 Whitehead Ct.
6-7-25	Emily Mitchell	Emily Mitchell	3010 Park Ave
6-7-25	Alex Mitchell	Alex Mitchell	3010 Park Ave

34)

167	11	46533243	HILL, WILLIAM DALE	3025 PARK AVE ST CHARLES MO 63301	Accepted	Registered Voter
167	12	46706581	DENNIS, JASON MATTHEW	16 EXPEDITION TRAIL CT ST CHARLES MO 63303	Rejected	Wrong Signature
167	13	750198419	NOAH, KATHRYN ANN	1028 OLIVE ST ST CHARLES MO 63301	Accepted	Duplicate

7/4-25	Dale Hill	DALE HILL	3625 PARK AVE
8/25/25	Jason Dennis	JASON DENNIS	KO EXPEDITION TRAIL CT
8/25/25	Natie Noah	NATIE NOAH	1028 Olive

35)

170	3	40536100	UKAT, CLAIKE ARDENE	2937 PARK VALLEY DR ST PETERS MO 63370	Rejected	Other District
170	6	750715295	LEWANDOWSKI, LOREN ANN	1228 ESTERLING DR ST CHARLES MO 63301	Accepted	Registered Voter
170	7	750778152	LEWANDOWSKI, ANDREW PAUL	1228 ESTERLING DR ST CHARLES MO 63301	Rejected	Wrong Signature
170	9	46637057	OVERSTREET, TRACY LETCH	2249 STEEPLE HILL ST CHARLES MO 63301	Accepted	Duplicate

6/14/25	Claire Gray	Claire Gray	2937 Park Valley
6/20/25	Loren Lewandowski	Loren Lewandowski	1228 Esterling Drive
6/20/25	A.P. Lewandowski	A.P. Lewandowski	1228 Esterling Dr.
6/20/25	Tracy Overstreet	Tracy Overstreet	2249 Steeple Hill

36)

186	1	752459275	KUHK, GEORGIA JEAN	621 MAKAN DR ST CHARLES MO 63301	Accepted	Registered Voter
186	2	827755	ZEHNER, ANDREW DAVID	3512 HARBOR CROSSING DR ST CHARLES MO 63301	Rejected	Wrong Signature
186	3	752183209	RODDEN LAURIE ALLISON	501 PALISADES DR ST CHARLES MO 63301	Accepted	Registered Voter

5/31	Georgia Kohn	Georgia Kohn	621 Moran Dr.
5/31	Andrew Zehner	Andrew Zehner	3512 Harbor Crossing Dr
5/31	Laurie Rodden	Laurie Rodden	501 Palisades Dr

37)

187	17	46659255	PIERCE, GARY ARTHUR	2078 SEVEN OAKS DR ST CHARLES MO 63303	Accepted	Registered Voter
187	18	752101558	BOSSIO LLERENA, FRANCISCO JAVIER	208 CHARLESTOWNE PLACE DR ST CHARLES MO 63301	Rejected	Wrong Signature
187	19	752404609	RRFITFN RACH IANA SUIF	43 PINE HILL DR ST PETERS MO 63376	Rejected	Other District

5/31	Gary Pierce	GARY PIERCE	ST CHARLES MO
5/31	Francisco Bossio	Francisco Bossio	208 Charlestowne Pl Dr St Charles MO 63301

38)

Page	Line	Voter ID	Name	Residence	Status	Verification Reason	Circle
188	3	750199722	JAKUBOWICZ, RENEE MICHELE	3300 CHARLESTOWNE CROSSING DR ST CHARLES MO 63301	Rejected	Wrong Signature	
188	4	46544357	MERRITT, KIMBERLY	1283 EDINBURGH DR ST CHARLES MO 63303	Accepted	Registered Voter	

8-4-25	Rick Bloss	Rick Bloss	385 Clarendon Ln
8-9-25	Renee Jakubowicz	Renee Jakubowicz	3300 Charlestowne crossing dr
13-9-25	Kimberly Merritt	KIMBERLY MERRITT	1283 EDINBURGH DR

39)

190	2	46566215	GAYLORD, JAMES ANTHONY	3225 TIBER ST ST CHARLES MO 63301	Rejected	Wrong Signature
190	3	751051802	THIRMAN CAMFRON	5105 BARTER ST ST CHARLES MO 63301	Accepted	Registered Voter

7/27/25	J Gaylord	J Gaylord	3225 Tiber St
7/27/25	Camfron Thirman	Camfron Thirman	5105 Barter St

40)

196	21	73490150	HARRIS, ERIC RANDELL	3241 CAMP ST ST CHARLES MO 63301	Rejected	Wrong Signature
197	1	46636097	HERGES CHRISTOPHER	911 INDIAN HILLS DR ST CHARLES MO 63301	Accepted	Registered Voter

7/27	Eric Harris	Eric Harris	3241 Camp St
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41)

197	4	752660877	NAFZIGER, ANN MARIE	950 BROADMOOR LN ST CHARLES MO 63301	Accepted	Registered Voter
197	5	752660875	NAFZIGER, HARLAN GENE	950 BROADMOOR LN ST CHARLES MO 63301	Rejected	Wrong Signature
197	6	16692040	ENGLAND KNOTT ANNA M	7504 CHARTER MAP DR ST CHARLES MO	Accepted	Registered Voter

9/26	Ann Nafziger	Ann Nafziger	950 Broadmoor Ln
9/26	Harlan Nafziger	Harlan Nafziger	950 Broadmoor Lane

42)

197	14	46510083	GIBSON, DENNIS KILARDO	523 NORTH ST ST CHARLES MO 63301	Accepted	Registered voter
197	15	1100965	WEIR, THOMAS JAMES	1703 PLAZA CT ST CHARLES MO 63303	Rejected	Wrong Signature
197	16	752524709	HUWA, REESE NICOLE	1108 MONACO LN ST CHARLES MO 63303	Rejected	Other District

9/26	Dennis Gibson	Dennis Gibson	523 North St
9/26	Thomas Weir	Thomas Weir	1703 Plaza Court
9/26	Reese Huwa	Reese Huwa	1108 Monaco Ln

43)

197	19	752588046	POSEY, JAMIE LYNN	420 BENTON DR A ST PETERS MO 63370	Rejected	Other District
197	20	750052953	DRALLMEIER, KAITLIN ELISE	2315 PARK AVE ST CHARLES MO 63301	Rejected	Wrong Signature

Missouri Centralized Voter Registration

9/26	Jamie Posey	Jamie Posey	420 Benton dr
9/26	Kaitlin Drallmeier	Kaitlin Drallmeier	2315 Park Ave.

44) & 45)

202	12	73248288	WHITMORE, BOBBIE JEAN	115 WOODLAWN CT ST CHARLES MO 63301	Accepted	Registered Voter
202	13	752505591	CAFAZZA, RAQUEL CAMPREGHER	2326 ASHLEY WOODS DR ST CHARLES MO 63303	Rejected	Wrong Signature
202	14	46667408	CAFAZZA, VINCENT GERARD	2326 ASHLEY WOODS DR ST CHARLES MO 63303	Rejected	Wrong Signature
202	15	31174764	MADVIN, SHAWN ALLEN	204 HOMEWOOD AVE ST CHARLES MO 63301	Accepted	Registered Voter

8/11/2025	Bobbie Whitmore	Bobbie Whitmore	115 Woodlawn Ct. 63301
8/11/2025	Raquel Cafazza	Raquel Cafazza	2326 Ashley Woods Dr
8/11/2025	VINCE CAFAZZA	VINCE CAFAZZA	2326 Ashley Woods Dr.
8/11/25	Shawn Madvin	Shawn Madvin	204 Home...

46)

203	1	46501593	LAMMERS, MICHAEL ROBERT	1320 S WHEATON DR ST CHARLES MO 63301	Rejected	Wrong Signature
203	2	750904483	DAVIS, BRY NICOLE	115 CHARLESTOWN PLACE DR ST CHARLES	Accepted	Registered Voter

DATE	NAME (Signature)	NAME (Print)	ADDRESS
8/11/25	[Signature]	Michael Robert Lammers	1320 S. Wheaton Dr
8/11/25	[Signature]	Bry Nicole Davis	115 Charlestown Place

47)

203	11				Rejected	Not Registered
203	12	750879700	NUNEZ BETELU, MAITE	433 LINDENWOOD AVE ST CHARLES MO 63301	Rejected	Wrong Signature
203	13	751019764	TRIMBLE, GRACE LOUISE	869 WHITMOOR DR ST CHARLES MO 63304	Printed	Other District

7/12/25	[Signature]	[Signature]	1002 Apricot St
9/12/25	Maite Nunez-Betelu	Maite Nunez-Betelu	433 Lindenwood Ave St. Charles 63301
9/17/25	Grace Trimble	Grace Trimble	3415 Broad St 63301

48) & 49)

204	9	13105778	KELLY, JOHN FRANCIS	3221 TIBER ST ST CHARLES MO 63301	Accepted	Registered Voter
204	10	751872072	BARAN, JOHN FREDERICK	3328 BENTWATER PL ST CHARLES MO 63301	Rejected	Wrong Signature
204	11	750938143	SCALISE, OLIVIA MARIE	3474 SUBLETTE ST ST CHARLES MO 63301	Rejected	Wrong Signature
204	12				Rejected	Not Registered

8/31/25	John Kelly	John Kelly	3221 Tiber Street
8/31/25	John Baran	John Baran	3328 Bentwater Place
8/31/25	Olivia Scalise	Olivia Scalise	3474 Sublette St
8/31/25	[Signature]	[Signature]	2326 Ashley Woods Dr

50)

Page	Line	Voter ID	Name	Residence	Status	Verification Reason
204	14	46548270	GALLAGHER, JOHN EDWARD	4001 FREEHOLD ROCK DR ST CHARLES MO 63301	Rejected	Wrong Signature
204	15	751694145	SMITH, CATHERINE MARIE	917 N 5TH ST ST CHARLES MO 63301	Accepted	Registered Voter

8/31	WISH YUKI A J	WISH BALL	9001 FINEVIEW PARK
8/31	John Ball	Ball	4001 Fineview Park
8/31	John Ball	Catherine M Smith	917 N 5th St

51)

233	18	46549904	DARRISH, ELIZABETH MARIE	174 KUNZE DR ST CHARLES MO 63303	Accepted	Registered Voter
233	19	751009745	SALTER, ANGELA RUTH	3313 LE CHATEAUX DR ST CHARLES MO 63301	Accepted	Registered Voter
233	20	751022045	SALTER, WILLIAM CHADD	3313 LE CHATEAUX DR ST CHARLES MO 63301	Rejected	Wrong Signature
233	21	46621181	TERRY, MARILYN KAY	207 HOUSTON ST ST CHARLES MO 63301	Accepted	Registered Voter

9/20/25	Elizabeth Darrish	Elizabeth Darrish	174 Kunze 63303
9/20/25	Angela Salter	Angela Salter	3313 Le Chateaux Dr. 63301
9/20/25	William Salter	William Salter	3313 Le Chateaux Dr 63301
9/20/25	Marilyn Terry	Marilyn Terry	207 Houston St 63301

52)

234	2	751009745	FORBES, JUSTUS JOHN	2617 PARK AVE ST CHARLES MO 63301	Accepted	Registered Voter
234	3	73888266	PARKER, JOSEPH ALLEN	3011 ELM ST ST CHARLES MO 63301	Rejected	Wrong Signature
234	4				Rejected	Not Registered

9-21-25	Justus Forbes	Justus Forbes	2617 Park Ave
9-21-25	Joseph Parker	Joseph Parker	3011 Elm St.
9/21/25	Kelly Parker	Kelly Parker	3304 Bunker

53)

239	4	46641261	WOLOSZYK, SCOTT ALLEN	416 CLARENDON LN ST CHARLES MO 63301	Rejected	Wrong Signature
239	5	751411667	POHLMAYER, CHRISTOPHER LEE	3464 CHARLESTOWNE CROSSING DR ST CHARLES MO 63301	Accepted	Registered Voter

10/12/25	Melissa Slater	Melissa Slater	2234 Clark Tower
10/12/25	Scott Woloszyk	Scott Woloszyk	416 Clarendon
10-12-25	Chris Pohlmeier	Chris Pohlmeier	3464 Charleston Dr

54)

240	9	46605500	PETERS, MELISSA LYNN	3301 KISTER DR ST CHARLES MO 63301	Accepted	Registered Voter
240	10	46521061	TAYLOR, STEVEN MICHAEL	1521 TAMARACK DR ST CHARLES MO 63301	Rejected	Wrong Signature
240	11	73575978	MANCHESTER, DEBRA LYNN	3420 MILLINGTON DR ST CHARLES MO 63301	Accepted	Registered Voter

7/31/25	Melissa Peters	Melissa Peters	3301 Kister Dr.
8/31/25	Mike Taylor	MIKE TAYLOR	1521 TAMARACK
9/31/25	Debra Manchester	DEBRA MANCHESTER	3420 Millington Dr

Supplement start

55)

243	6	751655179	ALLEN, KORTNEY DAWN	520 S 6TH ST ST CHARLES MO 63301	Accepted	Registered Voter
243	7	46638993	MARTIN, RHONDA RENEE	405 LONGBOW TRL ST CHARLES MO 63301	Rejected	Wrong Signature
243	8	461053606	HOVING, LYDIA RUTH	2944 LYME ST ST CHARLES MO 63301	Rejected	Other District

11/29	Kortney Allen	Kortney Allen	520 S 6 th Street
11-29	Rhonda Martin	Rhonda Martin	405 Longbow Trl
11-29	Lydia Hoving	Lydia Hoving	2944 Lyme St

56)

243	8	461053606	HOVING, LYDIA RUTH	2944 LYME ST ST CHARLES MO 63301	Rejected	Other District
243	9	46628099	PIRES, PHILLIP ANDRADE	441 CANARY LN ST CHARLES MO 63301	Rejected	Wrong Signature

11-29	Lydia Hoving	Lydia Hoving	2944 Lyme St
11-29	Phillip Pires	Phillip Pires	441 Canary Lane
11-29	Zack Welch	Zack Welch	728 Tompkins St

57) & 58)

243	11	750479188	WELCH, COURTNEY PATRICIA	728 TOMPKINS ST ST CHARLES MO 63301	Accepted	Registered Voter
243	12	1080374	VOGT, HALEY RENEE	3608 STARKVILLE ST ST CHARLES MO 63301	Rejected	Wrong Signature
243	13	751355809	VOGT, NICHOLAS LANCE	3608 STARKVILLE ST ST CHARLES MO 63301	Rejected	Wrong Signature
243	14				Rejected	Not Registered

11/29	Courtney Welch	Courtney Welch	728 Tompkins St.
11/29	Haley Vagt	Haley Vagt	3608 Starkville St.
11/29	Nick Vogt	Nick Vogt	3608 Starkville St.
11/29	Phillip Pires	Phillip Pires	441 Canary Lane

59)

253	15	46606477	PRATHER, KEVAN SPRUCE	14 GOLDTRAIL DR ST CHARLES MO 63301	Accepted	Registered Voter
253	16	46640003	TAYLOR, TONY RAY	3339 N CANAL WAY ST CHARLES MO 63301	Rejected	Wrong Signature
253	17	46603478	TAYLOR, ANGELA B	3339 N CANAL WAY ST CHARLES MO 63301	Accepted	Registered Voter

11/30/25	Tony Taylor	Tony Taylor	3339 N Canal way
11/30/25	Angela Taylor	Angela Taylor	3339 N Canal way
11/30/25	Tonia Spruce	Tonia Spruce	3397 Saddlencroft

60)

262	1	752658804	RAMSAY, JORDAN RICHARD	3664 KENNETT DR ST CHARLES MO 63301	Accepted	Registered Voter
262	2	46634869	FERNANDEZ, STEPHEN FRANCIS	3337 STEEPLE HL ST CHARLES MO 63301	Rejected	Wrong Signature
262	3	46645574	DWIGGINS, ANDREW DAVID	109 COLLEGE DR ST CHARLES MO 63301	Accepted	Duplicate

DATE	NAME (Signature)	NAME (Print)	ADDRESS
11-26-25		Jordan Ramsay	3664 Kennett Dr 63301
11-26-25		Steve Fausch	3337 Steeple Hill
11-26-25		Andrew Diggins	109 College Dr 63301

61)

262	16	751532402	BILLING, ROBERT JAMES	2884 LA BREA DR ST CHARLES MO 63303	Accepted	Registered Voter
262	17	752691441	REINEKE, HARRISON WYATT	409 CLARENDON LN ST CHARLES MO 63301	Rejected	Wrong Signature

DATE	NAME (Signature)	NAME (Print)	ADDRESS
11/27/25		Robert Billing	2884 La Brea Dr 63303
11/27/25		Harrison Reineke	409 Clarendon Lane 63301

62)

270	7	73249796	WILLIAMS, PHILLIP KEITH	2812 WILSHIRE VALLEY DR ST CHARLES MO 63303	Accepted	Registered Voter
270	8	46629839	CIESLA, ELLEN CHRISTINE	2861 LA BREA DR ST CHARLES MO 63303	Rejected	Wrong Signature
270	9	46522360	CIESLA, FREDERICK JOSEPH	2861 LA BREA DR ST CHARLES MO 63303	Rejected	Wrong Signature

DATE	NAME (Signature)	NAME (Print)	ADDRESS
11-29-25		Ellen Ciesla	2861 La Brea Dr 63303
11-29-25		Fred Ciesla	2861 La Brea Dr 63303

63)

270	18	46635096	NEEL, LARRY GLEN	2832 LA BREA DR ST CHARLES MO 63303	Accepted	Registered Voter
270	19	46565037	CORNETT, KAYLA SUE	2869 LA BREA DR ST CHARLES MO 63303	Rejected	Wrong Signature
270	20	46565577	CORNETT, DOUGLAS WADE	2869 LA BREA DR ST CHARLES MO 63303	Accepted	Registered Voter

DATE	NAME (Signature)	NAME (Print)	ADDRESS
11/29		Douglas Cornett	2869 La Brea Drive St. Charles Mo 63303
11/29		Daniel Stuminski	2812 Wilshire Valley Dr St. Charles Mo 63303

64)

271	11					Rejected	Not Registered
271	12	72995367	VEATCH, ANDREA KATHLEEN	3453 NEW TOWN LAKE DR ST CHARLES MO 63301		Rejected	Wrong Signature
271	13	46627229	ANDREWS, CYNTHIA LEA	3441 NEW TOWN LAKE DR ST CHARLES MO		Accepted	Registered Voter

11-29	Linda Schroeder	3445 Orange Ave
11/29	Andrea Veatch	3453 New Town Lake Dr.
11/29	Cynthia Andrews	3441 New Town

65)

274	16	46576918	ZIEGLER, MEGAN OLIVIA	1413 S RUE ST ST CHARLES MO 63301		Accepted	Registered Voter
274	17	46589371	KELLEY, AMANDA ESTELLE	2 PRESTON CT ST CHARLES MO 63303		Rejected	Wrong Signature
274	18	46506216	SLATTERY, BOBBIE JEAN	8 MISSION CT ST CHARLES MO 63301		Accepted	Registered Voter

11/24	Megan Ziegler	1413 S Rue St. 63301
11/26	Amanda Kelley	2 Preston Ct. 63303
11/26	Bobbie Slattery	8 Mission Ct 63301

66)

278	21	46509846	RILEY, MARGARET ANN	3360 CIVIC GREEN DR ST CHARLES MO 63301		Accepted	Registered Voter
279	1	46222646	VEATCH, AARON THOMAS	3453 NEW TOWN LAKE DR ST CHARLES MO 63301		Rejected	Wrong Signature
279	2	46680951	CORUM, MOLLY MARIE	3449 NEW TOWN LAKE DR ST CHARLES MO		Accepted	Registered Voter

DATE	NAME (Signature)	NAME (Print)	ADDRESS
11/29	Aaron Veatch	Aaron Veatch	3453 New Town Lake Dr
11/29	Molly Corum	Molly Corum	3449 New Town Dr

67)

Page	Line	Voter ID	Name	Residence	Status	Verification Reason
288	5	461009649	SAALE, KEVIN JAMES	3110 RIDGEVIEW DR ST CHARLES MO 63301	Rejected	Wrong Signature
288	6	31202130	GLASSTETTER, RYAN CURTIS	2232 SIBLEY ST ST CHARLES MO 63301	Accepted	Registered Voter

11-26	Jeri McCollister	6 Archer Circle 63301
11/24	Kevin Saale	3110 Ridgeview Dr 63301
11/2	Ryan Glasstetter	2232 Sibley St St Char. Mo 63301
11/11	Kevin Saale	3110 Ridgeview Dr 63301

Conclusion

The City Charter requires a fair, accurate, and lawful determination of petition sufficiency. The evidence presented in this document demonstrates that the Election Authority's certification contains clear and verifiable errors that conflict with Charter standards. Under Article X, Section 10.4(b), the City Council is vested with the final authority and responsibility to correct those errors. Enforcing the Charter in this instance protects the integrity of the petition process and preserves the fundamental rights of St. Charles voters.