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 20, 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

3. PRESENTATIONS/AWARDS/PROCLAMATIONS
   A. Mayor's Presentation of the Rock Star Award to Helen "Mimi" Jackson, Recognizing Her Years of Dedication to the Lewis & Clark Boathouse Museum
   B. Presentation Relating to A Resolution of the City Council of the City of St. Charles, Missouri Adopting the Comprehensive Plan 2002 Update 2026: "Guiding STC"

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

5. REPORT OF THE MAYOR

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

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

   A. Case No. CU-2025-27. (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)***

B. Case No. LL-2026-01 - Approval of a Liquor License Application for Chris LaRocca d/b/a Crushed Red SC LLC located at 1650 Beale Street – STES 147 & 150. (Ward 3) ***(RCA Attached)***

8. CONSENT AGENDA

A. Approval of Council Minutes and Reports
   1. City Council Retreat of September 12-13, 2025
   2. Council Work Session of December 9, 2025
   3. Regular City Council Meeting of December 16, 2025
   4. Public Hearing of December 16, 2025
   5. Street Committee Meeting of December 16, 2025
   6. Regular City Council Meeting of January 6, 2026
   7. Public Hearing of January 6, 2026

B. Receipt of Reports from Boards, Commissions and Committees
   1. Main Street Special Business District Advisory Board Meeting of December 4, 2025
   2. Frenchtown Special Business District Advisory Board Meeting of December 11, 2025
   3. Senior Citizen Advisory Commission Meeting of November 18, 2025
   4. Senior Citizen Advisory Commission Meeting of December 9, 2025

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements
   1. Agreement with Wex Bank for 2026 Fleet Fuel Card Services in an Amount Not to Exceed $724,997.00

E. Preliminary Plats
   1. SUB-2025-04 (WOCO Partners)

F. Miscellaneous
   1. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(City Clerks Department)*
   2. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(Finance Department)*

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI ADOPTING THE COMPREHENSIVE PLAN 2002 UPDATE 2026: "GUIDING STC" *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH, STEVE HOLLANDER)*

B. A RESOLUTION IN SUPPORT OF ENCOURAGING CONTACTORS BIDDING ON CITY CONSTRUCTION, REPAIR, AND MAINTENANCE PROJECTS TO PROVIDE CERTAIN CERTIFICATIONS RELATED TO RESPONSIBLE BUSINESS PRACTICES AND WORKFORCE DEVELOPMENT *(SPONSOR: VINCE RATCHFORD)*

C. A RESOLUTION OF SUPPORT FOR THE SUBMITTAL OF 2026 PROJECT APPLICATIONS FOR FEDERAL FUNDING AVAILABLE THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS *(SPONSOR: VINCE RATCHFORD)*

11. BILLS FOR FINAL PASSAGE

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 ***(Amended)***

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 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)*

12. <u>BILLS FOR INTRODUCTION</u>

BILL 14052
AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW TOWN AT ST. CHARLES PLAT FIFTEEN-B/SIXTEEN-A, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI *(SPONSOR: MICHAEL GALBA)*

BILL 14053
AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE UNITED STATES POSTAL INSPECTION SERVICE WITH RESPECT TO A JOINT COOPERATIVE LAW ENFORCEMENT EFFORT REFERRED TO AS THE METROPOLITAN PARCEL DRUG TASK FORCE *(SPONSORS; BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

BILL 14054
AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AND RIVERPOINT AAA, LLC. *(SPONSOR: MICHAEL GALBA)*

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

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

17. ADJOURNMENT

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

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

Posted: Thursday, January 15, 2026 @ 5:00pm

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1-20-26
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Case No. CU-2025-27. (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. Finance Dir. N/A Dir. of Admin.

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 co, 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.

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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.

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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.

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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).

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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.

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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.

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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 out 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

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

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

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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

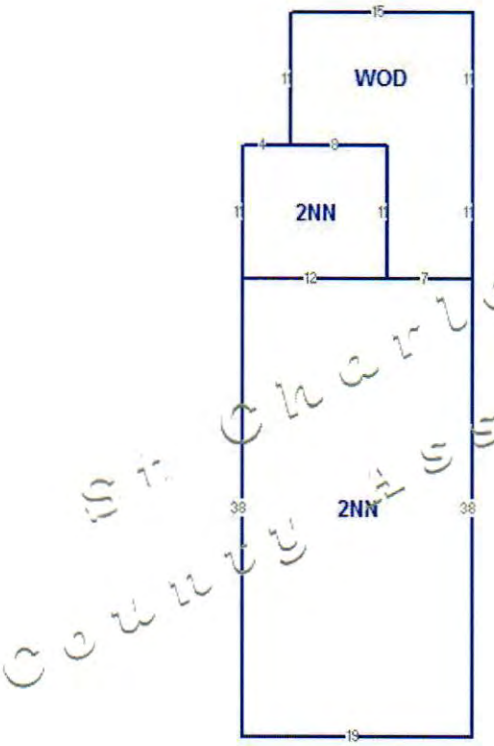
- **Parking:** 8 off-street parking spaces are available, likely situated at the rear or side of the building.
- **Driveway:** Access is provided via a driveway from 1st Capitol Dr.
- **Alley:** No alley access is indicated in the available data.

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



St. Charles County Assessor

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

CUP-2025-27

ALLEY
MADISON ST
ALLEY
MADISON ST
ALLEY
FIRST CAPITOL DR
ALLEY
FIRST CAPITOL DR
FIRST CAPITOL DR
OAK AVE
OAK AVE
JACKSON ST
TOMPKINS
1026
1024
1020
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1041
1037
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1017
1011
1005
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923
900
814
804
1010
1000
837
398
402
404
408
1001
801
831
811
720
801
729
727

Owner	SiteAddres	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@stcharlescitymo.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 shelfing 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 $75,0000 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 parkingvattendantvand 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

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

-----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 8371st 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

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.

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

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

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 residen

- **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@stcharlescitymo.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.

Direction	***Zoning***	***Land Use***
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@stcharlescitymo.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.

Direction	*Zoning*	*Land Use*
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@stcharlescitymo.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.

Direction	***Zoning***	***Land Use***
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

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

Kimberly Hudson

From: Emily Galantowicz
Sent: Wednesday, January 14, 2026 9:08 AM
To: Kimberly Hudson
Subject: FW: Community Service Establishment
Attachments: IMG_6478.png

Emily Galantowicz | Assistant City Clerk
City of Saint Charles, Missouri | 200 North Second Street
636.949.3282 | emily.galantowicz@stcharlescitymo.gov

From: John Boyer <John.Boyer@stcharlescitymo.gov>
Sent: Thursday, January 8, 2026 10:26 AM
To: Zachary Tusinger <Zachary.Tusinger@stcharlescitymo.gov>
Cc: Emily Galantowicz <Emily.Galantowicz@stcharlescitymo.gov>
Subject: FW: Community Service Establishment

Please see below.

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: Thursday, January 8, 2026 10:18 AM
To: John Boyer <John.Boyer@stcharlescitymo.gov>
Cc: Emily Galantowicz <Emily.Galantowicz@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.

Please add this email and the attachment to my comment about Mark Hollander having a conflict of interest in the conditional use permit of 901 1st capitol Please confirm that Mark Hollanders request to delay to rig the vote is included in the packet for council on January 20,2025 and for the upcoming lawsuit should the conditional use permit be granted to Reach St Charles

> On Thursday, January 8, 2026 at 08:52:35 AM CST, Roman Buddemeyer <str8thinker@yahoo.com> wrote:
>
> Please add my comments below to the record for the conditional use permit application of Reach St. Charles at 901 1st capitol.

This is to formally request that Mark Hollander abstain from voting on the Reach st. Charles Conditional use permit at 901 1st Capitol St. Charles, Missouri.

Since my family purchased the home, we discovered via conversation with Mark Hollander's wife that he was the other bidder when the house was sold to our son. Mark's wife told us that she wanted the house that it was too much for our son and her husband and herself were better buyers. Then we subsequently discovered that Mark had contacted the bank and attempted to sabatoge the sale. Which failed.
After that time he refused to do anything about the Homeless in the area as a councilman for Ward 2. We discovered he actually colluded with the First St. Charles United Methodist Church on the other side of us to thwart neighborhood cleanup efforts around the house.That Mr. Hollander was actually recruiting social.service providers like Reach to tank neighborhood property values and overall safety in the community. All with the aim of causing us to have to move from our home. Since his failed bid on our home. It is well documented, and by his own admission that Mark has a conflict of interest and is self dealing when it comes to our home and his vote for Reach St Charles next door and is using position for his own personal interests and against community safety and community wellbeing. Therefore, We request Mark Hollander be required to abstain from voting on the Reach St. Charles Conditional Use Permit at 901 1st Capitol to prevent his conflict of interest and self dealing as City Councilmen for Ward 2.

Sincerely, Laura Sipes Buddemeyer

Please confirm receipt of this letter and confirm that this letter was added to the package for the city council to review before deciding whether to approve the conditional use permit for 901 1st Capitol St. Charles

lara.berry@stcharlescitymo.gov

To 'str8thinker@yahoo.com' str8thinker@yahoo.c...

Show less

Jan 8 at 10:00 AM

Good morning,

The applicant can request their application to be tabled without providing a reason to staff. In this case, the request to table was initiated through Councilmember Mark Hollander. Staff has no further information.

Lara Berry
Planner
Department of Community Development
City of Saint Charles
200 North Second Street

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 3-Vince Ratchford **Sponsor(s):** N/A

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2026-01
Applicant: Chris LaRocca, d/b/a Crushed Red SC LLC at1650 Beale St -STES 147&150
License Type: Full By the Drink and Sunday

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

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

Summary:

Attached is a request from Chris Larocca for the grant of a liquor license for Crushed Red SC, LLC located at 1650 Beale St, Suites 147 & 150. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri. This is a new liquor license application. There is no liquor license currently issued for the premises.

Staff Recommendation: Approved.

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

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

RCA prepared by: PMB Dept. Dir. JS for JA Finance Dir. JS for JA Dir. of Admin. BWT for CJD

Docusign Envelope ID: A1972D47-5663-422E-AD1C-BDE889F0CEC3

12/11/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Chris LaRocca***
d/b/a: ***Crushed Red SC LLC***
Location: ***1650 Beale St – STES 147 & 150***

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

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

Police Department:

☒ Approved Signature: DocuSigned by: Jun 0ABB15C1BAB0474... Date: 12/11/2025

☐ Not Approved Reason(s): _____

_____

_____

_____

_____

Docusign Envelope ID: A1972D47-5663-422E-AD1C-BDE889F0CEC3

12/11/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Chris LaRocca***
d/b/a: ***Crushed Red SC LLC***
Location: ***1650 Beale St STES 147 & 150***

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Graziani _____ Date: 12/11/2025

Docusign Envelope ID: A1972D47-5663-422E-AD1C-BDE889F0CEC3

12/11/2025

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Chris LaRocca***
d/b/a: ***Crushed Red SC LLC***
Location: ***1650 Beale St STES 147 & 150***

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

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

Community Development

Zoning District PD-MU Historic Preservation District NA Occupancy Permit No

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

Conditions of Approval _____

_____

Reason(s) for denial: _____

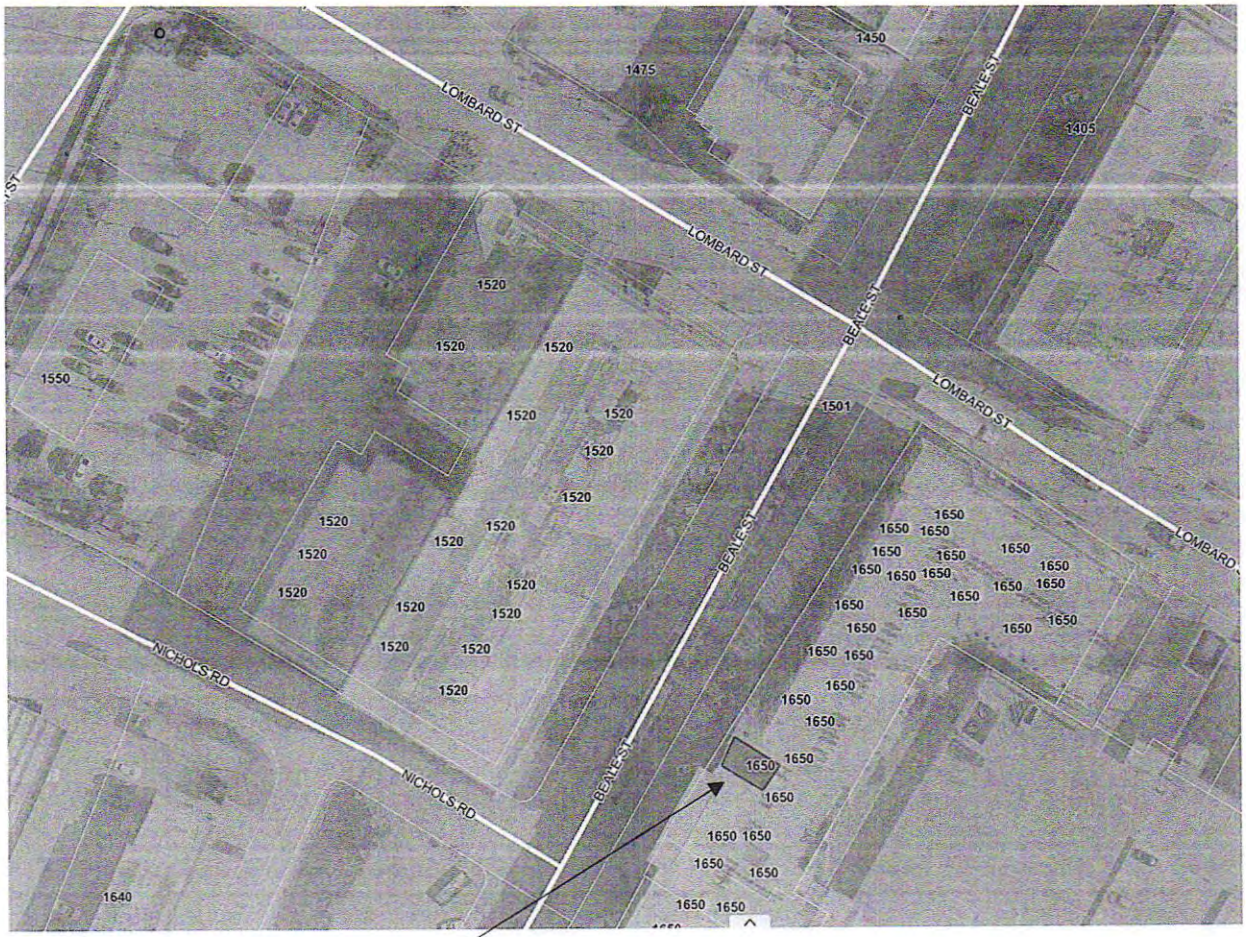
_____

Signature: DocuSigned by: Zachary Tusinger Date: 1/5/2026

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 1/5/2026

☐ **Not Approved** Reason(s): _____



SUBJECT PROPERTY

CRUSHED RED

1650 BEALE ST SUITES 147&150

Mayor and City Council of the City of Saint Charles, Missouri,
Retreat
September 12 & 13, 2025

The Mayor and Members of the City Council of the City of Saint Charles, Missouri met for a Retreat from 9:30 a.m. to 5:00 p.m. on Friday, September 12 and from 8:15 a.m. to 12:00 p.m. on September 13, 2024 at the The Grafton Visitors Center, 950 East Main Street, Grafton, IL.

IN ATTENDANCE:	Mayor Dan Borgmeyer Councilmembers Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh and Steve Hollander
ABSENT:	None
STAFF:	Director of Administration Larry Dobrosky

The Mayor and City Council Retreat was a posted public meeting at City Hall, 200 N. Second Street, Saint Charles, Missouri. Hilary Shine, Senior Vice President with Strategic Government Resources (SGR) facilitated the Retreat.

The overall focus of the retreat and workshop was dedicated to team building and strategic visioning.

There were three (4) principle areas of focus that included:

1. Good Governance
2. Issues Resolution
3. Governance Improvements
4. Individual Perspectives

The Mayor and City Council Workshop concluded 5:00 p.m. on September 12, 2025 and at 12:00 p.m. on September 13, 2024.

_____
Date Approved

_____ _____
City Clerk Vince Ratchford, Presiding Officer

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

The City Council of the City of Saint Charles, Missouri convened in a Work Session at 6:00 p.m. on Tuesday, December 9, 2025, in the Council Chambers of City Hall, 200 North Second Street, Saint Charles, Missouri, with President of the Council Michael Galba presiding and the Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. Assistant City Clerk Emily Galantowicz was present and performed the duties of that Office.

Discussion Relative to Requirement of Council Sponsorship on Bills and Resolutions

Director of Administration Larry Dobrosky reviewed the current Council Bill and Resolution sponsorship process and requested Council consideration of removing the requirement for a Councilmember sponsor prior to placement on the agenda, citing efficiency, regional practices, and discussion from a recent Council retreat.

Council discussion followed.

Councilmember Ratchford read the following remarks:

> *This is a Council meeting. It's not a staff meeting, not an Administration meeting, and not a Mayor's meeting. If something is going to be discussed here, it should start with one of us saying, "Yes, I think this deserves Council's time."*
>
> *Staff, Administration, and the Mayor are here 40, 50, even 60 hours a week. They know what's happening all over the city. I get three meetings a month. Sponsorship is one of the few ways I can keep a finger on the pulse of what's going on and make sure I'm involved in the right conversations.*
>
> *We sometimes talk about "power" like it's a bad word, so I'll call it responsibility. I was elected to represent Ward 3, and that makes me responsible for what happens in Ward 3. If something comes forward that I don't agree with, I want every chance to show that. Sponsorship is one way to do that. If I don't sponsor, and staff has to go looking for*

someone else, that's a clear signal to other Councilmembers that the Ward representative isn't on board, and they might want to ask more questions.

Sponsorship also helps staff gauge whether something has a chance of passing. If they ask four Councilmembers and all say no, that's a sign the proposal needs to be reworked or maybe withdrawn. The Council President should always agree to sponsor, but even then, the lack of other sponsors tells a story.

And let's remember: City government moves slowly on purpose. That's not a flaw—it's a safeguard. It is by design. It keeps things from being rushed through. It gives Councilmembers and residents time to dig in, ask questions, and understand what's being proposed. Sponsorship is the first step in that process.

Councilmembers Otto, Mitchell, and others expressed support for retaining the sponsorship requirement, citing clarity, accountability, and improved understanding of agenda items. Alternative approaches and potential compromises were discussed, including limiting the addition of sponsors after introduction.

Following discussion, it was the general consensus of the Councilmembers present to continue the practice of requiring sponsorship for Council Bills.

Discussion Relative to Alignment of Council Work Sessions with Regular City Council Meetings

Director of Administration Larry Dobrosky presented a proposed adjustment to the City Council Work Session schedule, which would align Work Sessions with Regular City Council meetings on the first and third Tuesdays of each month. The proposal was intended to allow for two Work Sessions per month and improve efficiency. Staff reported that surrounding municipalities commonly schedule work sessions on the same evening as regular meetings.

Council discussion followed. Councilmembers expressed concerns regarding scheduling conflicts, time constraints, and the ability to adequately address agenda items under the proposed structure.

Following discussion, it was the general consensus of the Councilmembers present to take no action and maintain the current Work Session schedule.

Discussion Relative to Fats, Oils, and Grease (FOG) Policy and Ordinance Update Review

Utility Engineer Kierstyn Lorince and Assistant Public Works Director Zachary Stanley presented proposed updates to the City's Fats, Oils, and Grease (FOG) Policy and related ordinance revisions.

Mr. Stanley provided an overview of the proposed policy changes and noted that the policy is intended to function as a stand-alone document addressing sanitary sewer overflows caused by FOG. Ms. Lorince presented detailed information regarding program requirements, applicable facilities, permitting and review procedures, sizing methods, installation and maintenance requirements, application updates, and violation fee schedules. She further noted that the proposed revisions would amend City Code Sections 710.660 through 710.740.

Following discussion, it was the general consensus of the Councilmembers present to direct staff to present the proposed ordinance for Council consideration at a future City Council meeting.

Presentation Relative to an Update on the City Centre Complex (C3)

Staff from Navigate Building Solutions and JEMA presented an update on the City Centre Complex (C3) project, including the status of City Hall, the parking garage, the Senior Center and Recreation Center, and the Sawtooth Farmers Market. A construction time-lapse video was shown. It was reported that bidding for City Hall and the Senior Center and Recreation Center is anticipated this spring and that the project remains within budget.

Council discussion followed. The Council thanked Navigate Building Solutions and JEMA for the presentation.

Presentation Relative to an Economic Development Update

Economic Development Associate Kory Goodson and Adam Glosier of Scout Realty gave an update on new and up-and-coming developments in the Riverpointe and Frenchtown areas.

- Southpointe
  - A new City sign will be installed
  - Retail areas have been defined
  - A multi-family housing area will be included in the development
- Riverpointe
  - Apartment development
  - Entertainment/Waterpark is in the design phase
  - Townhouse development
  - Two new hotels – AC Hotels by Marriott and Element by Westin
  - Golf-themed destination
  - Mixed-Use Project – upscale apartments above ground-floor retail and entertainment
- 5th Street and I-70
  - New establishment in the MODOT Right-of-Way
  - Glass connector and new hotel at St. Charles Convention Center
- Frenchtown
  - Side Project Brewing – Coming in 2027
  - Naked Tiki Distilling – Coming in 2025
  - Ices Plain and Fancy – Coming Soon
  - Big Mo's BBQ – Now Open
- Other Projects
  - Hotel at 201 Ameristar Boulevard

- St. Charles Wine Garden
- Katy Trail Place Luxury Townhomes
- Apartments at 5th and First Capitol
- Six new restaurants
- Two new coffee shops
- Manufacturing

A discussion was held. The Council thanked Mr. Goodson and Mr. Glosier for their presentation.

Discussion Relative to Incentives Education

Outside Attorney Mark Grimm presented an overview of business incentives and considerations for future economic development initiatives and partnerships, including Tax Addition, Tax Redirection, and Tax Abatement.

Council discussion followed. The Council thanked Mr. Grimm for the presentation.

Verbal Update Relative to Help A Neighbor Fundraiser

Director of Special Events and Communications Beth Norviel provided an update on the Help a Neighbor Fundraiser and the We R STC Help a Neighbor Employee Challenge launched in November 2025. Ms. Norviel reported that contributions to date total $10,750, with additional personal contributions anticipated to help reach the $25,000 goal. She also reported on additional community funding needs identified during the campaign.

Ms. Norviel requested that Council consider personal donations and a $100,000 allocation of City funds to address the identified community needs.

Council discussion followed. It was the general consensus of the Councilmembers present to direct staff to bring forth a budget amendment ordinance in the amount of $100,000 for Council consideration.

Discussion Relative to the Amendment of Section 145.055: Contractor Employment Practices for City Projects and Private Developments

Director of Engineering Dan Mann presented an overview of the proposed amendment to City Code Section 145.055, including current City practices, legal considerations, and staff recommendations. Staff reported no identified issues with current practices, noting the City's use of prevailing wage requirements and limited staffing capacity for additional oversight.

Council discussed potential additional requirements for construction contracts, including bidder responsibility standards, apprenticeship participation, and application to incentive-based projects. Councilmembers expressed differing viewpoints regarding oversight capacity, impacts on small contractors and developers, and potential staffing needs.

Following discussion, it was the general consensus of the Councilmembers present to express non-binding support for apprenticeship programs through a Resolution to be prepared for Council consideration, expressing support for contractors offering apprenticeship programs applicable to public projects.

CLOSED SESSION

At 10:25 p.m., MICHAEL GALBA made a motion to adjourn into closed session pursuant to RSMo 610.021(1) and RSMo 610.031(3); as amended. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust. "Nay": None. Absent: None. Motion passed.

The closed portion of the Council Work Session adjourned at 11:10 p.m.

At 11:10 p.m. BILL OTTO made a motion to adjourn the open portion of Council Work Session. DENISE MITCHELL seconded the motion. All voted in favor. Motion passed.

_____

Date Approved

_____ _____

Emily Galantowicz, Assistant City Clerk Michael Galba, Presiding Officer

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

The City Council convened in a Regular City Council Meeting on Tuesday, December 16, 2025, at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Mark Hollander. 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.

A motion was made by DENISE MITCHELL to excuse the absence of Mark Hollander. MARY WEST seconded the motion. All voted in favor. Motion passed.

PRESENTATIONS/AWARDS/PROCLAMATIONS

City Attorney Holly Magdziarz introduced Bryan Wise as the new Assistant City Attorney. The Council welcomed Mr. Wise to the City.

PUBLIC COMMENT

There were no public comments.

REPORT OF THE MAYOR

Mayor Daniel Borgmeyer announced the City was recognized by HGTV as one of the *50 Best Christmas Towns in America*, noting the achievement reflects the efforts of the Tourism Department and the annual Christmas Traditions event. He announced that the 2026 City calendars have been distributed and encouraged residents to display them. The Mayor also addressed housekeeping items related to Council expense forms. He introduced State Representatives Wendy Hausman (District 065), Travis Wilson (District 106), Terri Violet (District 104), and Colin Wellenkamp (District 105), who each provided legislative updates from

Jefferson City. Council President Michael Galba thanked the Representatives for their updates and expressed his appreciation for their continued collaboration on behalf of the City and the region.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Bart Haberstroh expressed appreciation to the Engineering Department, Engineering Director Dan Mann, and Assistant City Administrator Brad Temme for their assistance in addressing constituent concerns related to the Sibley Street Reconstruction Project, commending their patience and responsiveness.

Councilmember Denise Mitchell read the following comments:

> Earlier today, I asked the Clerk to share with the Council an agenda item that will be presented to the County Planning and Zoning Commission tomorrow evening for a vote. The property in question, which is requesting the rezoning, borders my ward but is located within the County. The proposal seeks to change the zoning from Residential R1E to Commercial C2, and it has generated significant opposition from both City and County residents because this is an ALL residential zoning area (County and City).
>
> If you haven't had the opportunity yet, I encourage you to review the County public agenda item numbered RZ25-13, including all the letters of opposition contained in the County Planning and Zoning packet. It's important to note that both the City and I have submitted letters opposing the rezoning, as it does not align with our City comprehensive plan.
>
> In light of this, I've been working with legal on a formal resolution for us to vote on in January, ahead of the County Council's vote. This resolution is crucial, if passed it would require a super-majority vote from the County Council for the rezoning to pass. In the next couple of days, the Clerk will be asking for sponsors of this resolution and I sincerely hope you will consider supporting this effort to represent the interests of our residents.

Thank you in advance for your help!

On a lighter note, one of my residents recently sent a heartfelt letter to both the Mayor and myself, sharing their feedback on our Citizens First Responder Academy. As members of the Council, we don't always get the opportunity to hear directly about the impact of these community programs, so I asked the resident if I could share the letter with all of you. She was more than happy to agree and I hope it will be as meaningful to you as it was to me.

"Dear Mayor Dan,

I wanted to take a moment to share my appreciation for the outstanding first responders who serve the City of St. Charles. I recently had the opportunity to participate in the Citizens First Responder Academy, and it was truly an incredible experience.

Throughout the program, I was able to see firsthand how dedicated, professional, and passionate our first responders are about their work. Every police officer, firefighter, and paramedic I met showed genuine enthusiasm for serving our community. They not only take pride in what they do, but they also do it with kindness, patience, and respect.

It was clear that they love their jobs and truly care about the people of St. Charles. Their teamwork, positive attitudes, and commitment to keeping our city safe made a lasting impression on me. I will say, though, it was a little disappointing to see that more citizens weren't interested in participating. The experience was so meaningful, and I believe more people in our community would benefit from seeing firsthand the incredible work our first responders do every day.

I would especially like to recognize Lieutenant Gibbons, who did an excellent job arranging and facilitating the entire experience. His leadership, organization, and positive energy made the academy both enjoyable and educational.

Please extend my sincere gratitude to all our first responders and to those who helped organize the Citizens First Responder Academy. St. Charles is fortunate to have such dedicated individuals serving our community.

Thank you for supporting programs like this that help citizens connect with and learn from the people who protect us.

Sincerely,

Kathy Booker, Ward 5 Resident"

I would also like to personally thank Lieutenant Gibbons, who recently attended an HOA-arranged "Coffee with a Cop" event, a few weeks ago. He took the time to engage with the group for about an hour, addressing their concerns and answering questions. Programs like this, along with initiatives like the Citizens First Responder Academy, our City Neighborhood Night Out, and the Santa visits with the Fire Department Outreach, are deeply appreciated by the community. On behalf of myself and the residents, I can't thank our Fire and Police enough for your dedication and support. We truly have so much to be grateful for, and our public safety is certainly at the top of that list.

Councilmember Justin Foust thanked IT Director Chad Shepherd for resolving technical issues with his computer during the meeting and apologized to constituents for any missed communications.

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. 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)***

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

B. Receipt of Reports from Boards, Commissions and Committees

1. Saint Charles Parks & Recreation Board Meeting of October 15, 2025

File #49376

2. Main Street Special Business District Advisory Board Meeting of November 6, 2025

File #49374

3. Planning and Zoning Commission Meeting of November 10, 2025

File #49372

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

1. Contract with Crescent Printing Company d/b/a CPC Printing & Promotions to Print, Prepare, and Deliver Twelve Issues of the City's Monthly Newsletter in 2026 in an Amount Not to Exceed $127,958.04

C25-305

2. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed $627,200.00 for the Boones Lick Road and Fairgrounds Road Roundabout Project

C25-301/ORD. 24-119

3. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed $320,000.00 for the Boones Lick Road Improvements from 5th Street To Fairgrounds Road Project

C25-303/ORD. 24-119

4. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed $832,000.00 for the First Capitol Drive and Kingshighway Street Roundabout Project

C25-306/ORD. 24-119

5. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed $400,000.00 for the First Capitol Drive and Tompkins Street Intersection Improvements Project

C25-300/ORD. 24-119

6. An Agreement with St. Charles County to Receive St. Charles County Transportation Sales Tax Funds in an Amount Not to Exceed $573,822.40 for the Fox Hill Road Improvements Project

C25-304/ORD. 24-119

7. An Agreement with St. Charles County To Receive St. Charles County Transportation Sales Tax Funds In An Amount Not To Exceed $637,732.80 for the Muegge Road Intersection Improvements Project

C25-299/ORD. 24-119

8. Contract with MacQueen Emergency for the Purchase of Two New Apparatus for the Fire Department in an Amount Not to Exceed $2,781,502.00

C25-302

9. Contract with Arthur J. Gallagher Risk Management Services Inc. to Place Various Lines of Coverages for the City from January 1, 2026 through January 1, 2027 in an Amount Not to Exceed $1,668,454.00

C25-298

10. Fourth Renewal Contract of C21-351, as amended, with Scout Realty Group to Extend and Expand the Annual Real Estate Services Agreement for 2026 in an Amount Not to Exceed $90,000.00

C21-351

11. Contract with Engelmeyer & Pezzani, LLC for Municipal Prosecution Services for 2026 through 2028 in an Amount Not to Exceed $139,514.94

C25-297

12. Contract with Englemeyer & Pezzani, LLC for Legal Services in 2026 in an Amount Not to Exceed $10,000.00

C25-298

E. Preliminary Plats

F. Miscellaneous

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

ITEMS REMOVED FROM THE CONSENT AGENDA

RESOLUTIONS

BILLS FOR FINAL PASSAGE

BILL 14032

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

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

Approved by the Honorable Mayor on December 17, 2025 and is known as Ordinance **25-093**

BILL 14033

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

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

Approved by the Honorable Mayor on December 17, 2025 and is known as Ordinance **25-094**

BILL 14034 ***(Amended)***

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

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

"Nay: None

Absent: M. Hollander

Approved by the Honorable Mayor on December 17, 2025 and is known as Ordinance **25-095**

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)*

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

"Nay: None

Absent: M. Hollander

Approved by the Honorable Mayor on December 17, 2025 and is known as Ordinance **25-096**

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)*

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

"Nay: None

Absent: M. Hollander

Approved by the Honorable Mayor on December 17, 2025 and is known as Ordinance **25-097**

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)*

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

"Nay: None

Absent: M. Hollander

Approved by the Honorable Mayor on December 17, 2025 and is known as Ordinance **25-098**

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)*

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

"Nay: None

Absent: M. Hollander

Approved by the Honorable Mayor on December 17, 2025 and is known as Ordinance **25-099**

BILL 14039 ***(To Be Withdrawn)***

AN ORDINANCE REPEALING ORDINANCE NO. 2024-159 AND ENACTING NEW 2026 BUDGETED POSITIONS, AND RECLASSIFYING VARIOUS BUDGETED

POSITIONS, PAY GRADES, SALARY RANGES AND OTHER COMPENSATION FOR EMPLOYEE, AND PROVIDING FOR AN EFFECTIVE DATE *(SPONSORS: MICHAEL GALBA AND MARK HOLLANDER)*

MICHAEL GALBA made a motion to withdraw Council Bill 14039. DENISE MITCHELL seconded the motion. A roll call vote was taken with the following results: "Aye:" Haberstroh, S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba and Gould. "Nay:" None. Absent: M. Hollander. Motion Passed.

File #49416

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

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)*

ITEMS FOR COUNCIL ACTION

A motion was made by DENISE MITCHELL to adjourn the Regular City Council Meeting. JUSTIN FOUST seconded the motion. All voted in favor. Motion passed.

The Regular Council Meeting was adjourned at 7:33 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 16, 2025

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

PUBLIC HEARING

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

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

The Public Hearing adjourned at 7:25 p.m. and the Regular Session continued with the order of business.

_____
Date Approved

_____ _____
Kimberly Hudson, City Clerk Michael Galba, Presiding Officer

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

The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, December 16, 2025, at 6:00 p.m. in Conference Room A on the fourth floor of City Hall, 200 North Second Street, Saint Charles, Missouri, with Chairman Vince Ratchford presiding and members of the Committee present as follows: Bart Haberstroh, Brian Gould, Bill Otto, and Alternate Street Committee Member Denise Mitchell. Absent: Mark Hollander. Also present were, Assistant City Administrator Brad Temme, Assistant City Administrator Larry Perney, Assistant Public Works Director Zachary Stanley, and Director of Engineering Dan Mann. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Monthly Status Update on the Traffic Service Requests

Director of Engineering Dan Mann reported on the Traffic Service Requests report, noting that there are five open requests, including one new request received in December. He further reported that traffic counts have been conducted at 82 locations throughout the City since April 2024.

Mr. Mann also reported on traffic concerns at the entrance to 7Brew near the intersection of First Capitol Drive and Friedens Road. Discussion followed.

Discussion Relative to a Resolution of Support for the 2026 Project Application for Federal Funding Currently Available Through the East-West Gateway Council of Governments

Director of Engineering Dan Mann reported that the East-West Gateway Council of Governments (EWGCOG) is accepting project applications for federal funding through February 6, 2026, under the Surface Transportation Program–Suballocated (STP-S), Congestion Mitigation and Air Quality Improvement (CMAQ), and Transportation Alternatives Program (TAP).

Mr. Mann presented the City's proposed 2026 projects for federal funding and associated costs, noting that funding requests, local match amounts, application fees, and total project costs are subject to change as applications are developed. He reported that a map for each project had been

provided and that staff recommends approval of the resolution authorizing submission of the applications and payment of the required application fees, including a 10 percent contingency.

After discussion, Vince Ratchford moved to recommend adoption of a Resolution of Support for the 2026 project applications for federal funding through the East-West Gateway Council of Governments (EWGCOG). Brian Gould seconded the motion.

A roll call vote was taken with the following results:
Aye: Gould, Otto, Ratchford, Mitchell, Haberstroh
Nay: None
Absent: M. Hollander

The motion passed.

Chairman Ratchford called for motion to adjourn the Street Committee meeting. BRIAN GOULD so moved. DENISE MITCHELL seconded the motion. All in favor.

The Street Committee meeting adjourned at 6:39 p.m.

_____
Date Approved

_____ _____
Vince Ratchford, Chairman Assistant City Clerk
Street Committee

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
January 6, 2026

The City Council convened in a Regular City Council Meeting on Tuesday, January 6, 2026, 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: Brian Gould, Bart Haberstroh, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Justin Foust. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49417

The meeting was opened with a moment of silence and Pledge of Allegiance to the Flag led by City of Saint Charles Leader of Tomorrow Alex Iver of Immanuel Lutheran School.

A motion was made by MARK HOLLANDER to excuse the absence of Justin Foust. DENISE MITCHELL seconded the motion. All voted in favor. Motion passed.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Above and Beyond Employee Spotlight Award to Police Officer Brock Benisch

Director of Administration Larry Dobrosky presented Police Officer Brock Benisch with the Above and Beyond Spotlight Award for his actions during a motorist assist call involving a young single mother who had run out of gas while making a time-sensitive delivery, with her three-year-old daughter in the vehicle. To ensure their safety and help her complete the delivery, Officer Benisch used his own funds to purchase gas. Mr. Dobrosky commended Officer Benisch for his compassion, professionalism, and outstanding customer service. Mr. Dobrosky further reported that Officer Benisch was also the 2025 Above and Beyond Fourth Quarter drawing winner and presented him with a "Vacation Day" certificate.

PUBLIC COMMENT

Amy Senter, representing Jake's on Main, spoke against restructuring the Convention and Tourism Bureau (CVB) and Bill 14042.

Shaina Groaning, representing Katy Trail Collections, spoke against restructuring the CVB.

Yvonne Pollock (Luedloff), representing Faultline, spoke against restructuring the CVB and tourism concerns.

Shelley Parsons, representing Christmas Traditions, spoke against restructuring the CVB and in favor of Christmas Traditions Festival.

Jose S. Lardizaral, spoke in favor of the Festivals produced by the CVB and the Parks.

Andy Bove, representing Bookworm on Main, spoke in favor of saving St. Charles.

David Rogers, spoke relative to the Tourism Board and against restructuring the CVB.

Jonathan Byers, spoke against restructuring the CVB.

Hailey Panek, spoke against restructuring the CVB.

Robert Jones, spoke against restructuring the CVB/Festival Leadership.

Stacey Hall, representing Happy Camper Clothing, spoke against restructuring the CVB,

Lydia Crespo, representing Cozy Shop, spoke against restructuring the CVB.

Tammie Stone, representing Two Simple Sisters, spoke against restructuring the CVB.

Marsha Temme, spoke against restructuring the CVB.

Rachel Garrett, spoke against restructuring the CVB.

Mark Delaney, representing Francis Howell School District, spoke relative to Bill 14041.

Sean Keough, spoke relative to concerns with large trucks on small, narrow streets in the City.

Adam Grun, spoke against restructuring the CVB.

Devin Dorsey, spoke against restructuring the CVB

Marsha Adams, spoke against restructuring the CVB.

James Enstall, spoke against restructuring the CVB.

Aimee Robertson, spoke against restructuring the CVB, stating tourism is for everyone.

Grayson Jostes, spoke against restructuring the CVB.

Mindy Robertson, spoke against restructuring the CVB.

Luke Steffen, spoke against restructuring the CVB.

Robert Palleja, representing Olivas Inc. d/b/a D'Olivas and Hot Sauce Works, spoke against restructuring the CVB.

Emily Stoinski, spoke against restructuring the CVB.

Zane Scott, spoke relative to government in general and speeding in the City.

Scott Stratton-Henderson, spoke against tax abatements.

Councilmember Bart Haberstroh left the meeting at this time.

Arnie C. AC "Honest Abe" Dienoff, representing as City/County Public Advocate spoke relative to the restructuring of the CVB, Bill 14041 and Resolution 10.A.

REPORT OF THE MAYOR

Mayor Borgmeyer thanked everyone who spoke during Public Comments, and made the following comment:

> I realize that not all people will agree on all things, all of the time. The free expression of competing ideas is what made this country and subsequently the City great. Tonight's comments for the most part have dealt with the proposed realignment of three key City disciplines, Communications, Events and Promotions and Tourism. At the request of the City Council, Administration was asked to research, review and evaluate these departments and share our findings. The presentation will be made appropriately first to the Council at their 6:00 p.m. Work Session on Tuesday, January 13th. To allow for maximum attendance it will be held in the Discovery Ballroom (Grand Ballroom D) at the Saint Charles Convention Center, One Convention Center Drive, St. Charles, MO 63301. The meeting, not normally broadcast, in the interest of complete transparency will be livestreamed on the City's website. The content will deal with the Administration and Mayor's review of the structure and the responsibilities of all three departments. All are invited to attend.

Appointments to Boards/Commissions/Committees

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

Audit Committee

- The appointment of *Matthew Johannesman,* whose term expires 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.
- 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.

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

File #49418

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Otto asked for clarification on when the Mayor's presentation for the upcoming Work Session will be made available to the Councilmembers.

Councilmember Denise Mitchell read the following comment:

> Since our last meeting, legal and I worked together on a resolution that was set to be placed on tonight's agenda. The Clerk also reached out to see if you were interested in sponsoring it. This resolution was aimed at opposing a rezoning request in the County adjacent to my ward. The proposal sought to change a property in an all-residential area to commercial zoning, which conflicts with both our City's comprehensive plan and the County's master plan. However, at the recent County Planning and Zoning Commission meeting, the applicant withdrew

their request, making the resolution unnecessary for now. As a result, I asked the Clerk to remove it from tonight's agenda and wanted to ensure you understand why it's not listed. I will continue to monitor this issue to protect the best interests of our residents. If the situation changes or a new resolution is required, I will have the Clerk reach out for sponsorships in the near future.

Council President Michael Galba called for a five-minute recess.

The City Council Meeting reconvened with the following Councilmembers present: Brian Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Galba. Absent: Foust and Haberstroh.

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. 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)***

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

1. Regular City Council Meeting of December 2, 2025

File #49361

2. Public Hearing of December 2, 2025

File #49419

B. Receipt of Reports from Boards, Commissions and Committees

1. Frenchtown Special Business District Advisory Board Meeting of October 9, 2025

File #49381

2. Special Meeting of the Frenchtown Special Business District Advisory Board of November 3, 2025

File #49381

3. Frenchtown Special Business District Advisory Board Meeting of November 13, 2025

File #49381

4. The Greater Saint Charles Convention & Visitors Commission Meeting of October 23, 2025

File #49388

5. Landmarks Board Meeting of November 17, 2025

File #49377

6. The Housing Authority of the City of St. Charles Meeting of October 29, 2025

File #49384

7. Saint Charles Parks & Recreation Board Meeting of November 19, 2025

File #49376

8. Saint Charles Parks & Recreation Board Meeting of December 3, 2025

File #49376

C. Receipt of Director of Administration Reports

1. FITS Report – November 2025

File #49375

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

C23-303

2. ~~First Renewal~~ Contract 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

C26-004

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

C23-033

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

C25-031

E. Preliminary Plats

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

File #49420

F. Miscellaneous

ITEMS REMOVED FROM THE CONSENT AGENDA

RESOLUTIONS

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)*

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

"Nay": None

Absent: Foust and Haberstroh

Approved by the Honorable Mayor on January 7, 2026 and is known as Resolution **R26-001**

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)*

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

Approved by the Honorable Mayor on January 7, 2026 and is known as Ordinance **26-001**

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)*

Councilmember Vince Ratchford requested a separate vote be taken on Council Bill 14041. A motion was made by MARY WEST to table Council Bill 14041 to the January 20, 2026 Regular City Council Meeting. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: "Aye": Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Galba. "Nay": None. Absent: Haberstroh and Foust.

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)*

Councilmember Vince Ratchford requested a separate vote be taken on Council Bill 14042.

A motion was made by MARK HOLLANDER to amend Exhibit A to Council Bill 14042 as follows:

1. The pay ranges for the Assistant Director of Community Development/Planning Manager should be amended to state minimum: $113,747.10, maximum: $159,822.79
2. Senior Building Inspector should be amended to pay grade 62 and pay range minimum: $82,000.50, maximum: $114,800.71.

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

A motion was made by VINCE RATCHFORD to amend Exhibit A to Council Bill 14042 as follows:

1. The revision to the Assistant Director of CVB title should be rejected, so the title remains the same.
2. The revision to the Director of CVB title should be rejected, so the title remains the same.

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

A motion was made by MICHAEL GALBA to table Council Bill 14042 to the January 20, 2026 Regular City Council Meeting. A roll call vote was taken with the following results: "Aye": S. Hollander, Mitchell, Otto, Ratchford, West, Galba, Gould and M. Hollander. "Nay": None. Absent: Foust and Haberstroh. Motion passed.

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)*

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

"Nay": None

Absent: Haberstroh and Foust

Approved by the Honorable Mayor on January 7, 2026 and is known as Ordinance **26-002**

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)*

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

"Nay": None

Absent: Haberstroh and Foust

Approved by the Honorable Mayor on January 7, 2026 and is known as Ordinance **26-003**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

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)*

ITEMS FOR COUNCIL ACTION

Board of Adjustment Reappointment of Richard Alferman

A motion was made by VINCE RATCHFORD to approve the reappointment of Richard Alferman to the Board of Adjustment for a five-year term ending in January 2031. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results:

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

File #49421

Discussion Relative to the Rescheduling of the February 17, 2026 Council Work Session and Council Street Committee

A motion was made by MICHAEL GALBA to reschedule the February 17, 2026 *Regular* City Council Work Session Meeting and Council Street Committee Meeting due to the Missouri Municipal League (MML) Legislative Conference being held on February 17 & 18, 2026 in Jefferson City, Missouri to February 24, 2026. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: "Aye": Otto, Ratchford, West, Galba, Gould, M. Hollander, S. Hollander and Mitchell. "Nay": None. Absent: Foust and Haberstroh. Motion passed.

File #49422

City Council Review of St. Charles County Election Authority's Certificate of Insufficiency for the Amended Initiative Petition Submitted by David Todd Reineke

City Attorney Holly Magdziarz provided a presentation regarding Council review of the Certificate of Insufficiency issued by the St. Charles County Election Authority. Ms. Magdziarz stated that the Election Authority acknowledged it had provided inaccurate information concerning the number of accepted and rejected petition signatures and had not performed its customary secondary audit. As a result of this acknowledgment, the Election Authority offered to recount the petition signatures. Ms. Magdziarz recommended that, in the interest of fairness and accuracy, the Council allow the Election Authority to conduct the recount and then consider the revised Certificate of Insufficiency once it is issued. She further noted that the Petitioners' Committee agreed to postpone Council consideration of the certificate to allow the Election Authority to re-review the petitions, complete the secondary audit, and issue a new certificate. Councilmember Galba requested that Ms. Magdziarz share her PowerPoint presentation with the full Council and the Petitioners' Committee.

A motion was made by MICHAEL GALBA to table the City Council Review of St. Charles County Election Authority's Certificate of Insufficiency for the Amended Petition. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: "Aye": Ratchford, West, Galba, Gould, M. Hollander, S. Hollander, Mitchell and Otto. "Nay": None. Absent: Foust and Haberstroh. Motion passed.

CLOSED SESSION

At 10:31 p.m., MICHAEL GALBA made a motion to adjourn into closed session pursuant to RSMo 610.021.(2) and RSMo 610.021.(12), as amended. MARK HOLLANDER seconded the Motion. A roll call vote was taken with the following results: "Aye": West, Galba, Gould, M. Hollander, S. Hollander, Mitchell, Otto and Ratchford. "Nay": None. Absent: Foust and Haberstroh. Motion passed.

At 10:56 p.m., a motion was made by MARY WEST to adjourn the Regular City Council Meeting. STEVE HOLLANDER seconded the motion. All voted in favor. Motion passed.

_____

Date Approved

_____ _____

Kimberly Hudson, City Clerk Michael Galba, Presiding Officer

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
January 6, 2026

On Tuesday, January 6, 2026, 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: Brian Gould, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford and Mary West. Absent: Justin Foust and Bart Haberstroh. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

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)***

Director of Community Development Zachary Tusinger provided an overview of the application. There being no public comments, a motion was made by DENISE MITCHELL 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": M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Galba and Gould. "Nay": None. Absent: Foust and Haberstroh. Motion passed.

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)***

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

There being no public comments, a motion was made by DENISE MITCHELL to close the public hearing, to receive the staff report, and to have the appropriate legislation presented for Council consideration. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: "Aye": M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Galba and Gould. "Nay": None. Absent: Foust and Haberstroh. Motion passed.

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)***

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

Brandon Eckardt, Applicant, spoke in favor of the application.
Arnie C. AC "Honest Abe" Dienoff, City/County Public Advocate spoke relative to concerns with the application.

There being no further public comment, a motion was made by BILL OTTO to close the public hearing and approve the conditional use permit per §400.290(C)(2) for Liquor Sales and §400.290(C)(6) Craft Distillery for an expansion of the use within the "FD/FPD" Frenchtown District within the Frenchtown Preservation District located at 1116 N 2nd Street with the following conditions:

1. This conditional use permit for a liquor sales and craft distillery use is issued to the applicant (Brandon Eckardt) and business (Naked Spirits LLC) only for the property located at 1116 N 2nd Street and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use Permit is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.

3. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.
4. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use, etc. may require additional City approval.
5. Non-compliance with any of the building codes, property maintenance codes, fire codes, noise control regulations or conditions of this approval is grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 dealing with Liquor/ Alcoholic Beverages may be grounds for revocation of this Conditional Use.

VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye": Mitchell, Otto, Ratchford, West, Galba, Gould and M. Hollander. "Nay": None. Abstain: S. Hollander. Absent: Foust and Haberstroh. Motion passed.
Abstain File # 49423

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)***

Director of Community Development Zachary Tusinger provided an overview of the application and read into the record the following staff recommended conditions:

1. The conditional use permit is issued to the applicant (Reach St. Charles) for a Community Service Establishment use at 90l 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.

Roman Buddemeyer, representing Protect Historic St. Charles, spoke against the application.
Laura Buddemeyer, representing Protect Historic St. Charles, spoke against the application.
Arnie C. AC "Honest Abe" Dienoff, City/County Public Advocate spoke relative to the application and concerns regarding homelessness.
Lisa Davis, representing Reach St. Charles, spoke in favor of the application.

There being no further comments, at the request of the applicant, a motion was made by MARK HOLLANDER to hold the public hearing open on Case. No. Case No. CU-2025-27 and table to the January 20, 2026 Regular City Council meeting. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: "Aye": Mitchell, Otto, Ratchford, West, Galba, Gould, M. Hollander and S. Hollander. "Nay": None. Absent: Foust and Haberstroh. Motion passed.

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)***

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

Arnie C. AC "Honest Abe" Dienoff, City/County Public Advocate spoke relative to the application and concerns regarding walk up window.

Gwen Keen, Applicant, spoke relative to the walk up window and spoke in favor of the application.

There being no further public comment, a motion was made by VINCE RATCHFORD to close the public hearing and approve the 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 with 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.

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

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
January 6, 2026

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)***

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

The Public Hearing adjourned at 10:11 p.m. and the Regular Session continued with the order of business.

_____
Date Approved

_____
Kimberly Hudson, City Clerk

_____
Michael Galba, Presiding Officer

MEETING SUMMARY

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

Members Present:
Jodi Devonshire, Chair
Joe Ancmon, Vice Chair
Amy Senter
Dennis Kuss
Chip Bates
Mark Hollander, Council Liaison

Staff Members Present:
Taylor Moore, Preservation Planner
Jessica Ferguson, Business Dev. Coordinator
Erica Pospisil, Asst. Director Communications
Zach Stanley, Assistant Director of PW
Tim Rohrbacker, PW
Ryan Nacke, Police Officer
Bill Otto, Ward 1 Council Member

ABSENT: Ryan Riege, Romney Dunn-Rice

Call to Order and Call the Roll – Jodi Devonshire called the meeting to order at 10:30am. There were six (6) members present, enough for a quorum. Taylor Moore conducted roll call.

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

Minutes – Meeting minutes were needing approval for the November 6, 2025 regular meeting. Chip Bates made a motion to approve the minutes as submitted, Amy Senter seconded the motion. All were in favor (6-0).

Correspondence – Taylor Moore discussed the appointing of Romney Dunn-Rice to the Main Street Special Business District Board. Romney will be a representative for South Main.

Police Report for Main Street – Officer Nacke was present to answer questions for the Board. There were a total of 100+ incidents on Main Street during the Thanksgiving Weekend.

Report from Communications Dept. – Erica Pospisil discussed upcoming events, including Christmas Traditions continuing through the month and the Jingle Bell Run, which will predominately take place in Frenchtown.

Current Operating Budget – Taylor Moore presented the operating budget. Chip Bates made a motion to approve the budget, Joe Ancmon seconded the motion. All were in favor (6-0).

Funding Requests – Jodi Devonshire discussed the toppers to the South Main barrel trash cans have become damaged over the years and are in need of replacement. Joe Ancmon made a motion to replace the toppers, with expenses not to exceed $2,999.00. Chip Bates seconded the motion. All were in favor (6-0).

Main Street Maintenance Items – Zach Stanley and Tim Rohrbacker were present at the meeting. No bids were received for the Main Street Tree Lights. Amy Senter discussed damaged street lights in the Forget Me Not Park, which are scheduled to be fixed by the Public Works Department. Jodi Devonshire asked the status on the gum removal machine. Zach Stanley discussed the Public Works team is still attempting to acquire one, as contracting a company will be too costly.

Washington Street Walkway: - The yellow lettering of the Colonnade is to be changed to a more gold color to be harmonious with Main Street signage. Joe Ancmon to follow up with the designer for a proposed revitalized Washington Street Walkway.

New Business – Amy Senter suggested Marsha Timme for the vacant North Main Representative.

Report from City Council Liaison – CM Mark Hollander discussed the 2026 budget and CIP was approved by Council. CM Mark Hollander also thanks the Public Works Department for their snow removal efforts the last weekend of November.

Other Information from Staff – The Board's next regular meeting will be January 8 2026 at 10:30am.

Adjournment – Chip Bates made a motion to adjourn the meeting. Amy Senter seconded the motion. All were in favor (6-0). The meeting ended at 11:12 a.m.

Jodi Devonshire, Chair

1-8-26
Date

MEETING SUMMARY

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

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

Staff Members Present:
Jessica Ferguson, Business Development Coordinator
John Boyer, Asst. Director Community Development
Taylor Moore, Historic Preservation Planner
Zach Stanley, Asst. Director Public Works
Officer David Fruits

ABSENT: Kate Manfull, Alyssa Houska

Call to Order and Call the Roll – Chris Kyle called the meeting to order at 4:31pm. There were six (6) 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 October 9, 2025 Minutes. Keith Lutz seconded the motion. All in favor (6-0). Keith Lutz made a motion to approve the November 3, 2025 Minutes. Brandon Runk seconded the motion. All in favor (6-0). Adam Tritz made a motion to approve the November 13, 2025 Minutes. Brandon Runk seconded the motion. All in favor (6-0).

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

Update from City Staff – None.

Sidewalk Snow Removal – Discussion with Taylor Moore on sidewalk snow removal costs.

Tree Lighting Recap – Chris Kyle gave a recap of the Frenchtown Tree Lighting and the Board discussed.

Old Business – Keith Lutz asked about the Frenchtown Business list.

New Business – None. Melissa Hollander arrives at 4:48pm. There are now seven (7) members present.

Report from City Council Liaison – None.

Frenchtown Development Presentation – Moved from the eighth (8th) agenda item to the eleventh (11th). Bob Mangelsdorf gave an update on a proposed Frenchtown development. Brandon Runk leave the meeting

at 5:33pm, there are now six (6) members present. Bill Otto leaves at 5:38pm, there are now five (5) members present. The Board discusses the presentation.

Other Information from Staff – Next meeting date is January 8, 2026.

Adjournment – Chris Kyle made the motion to adjourn at 5:45pm. Adam Tritz seconded the motion. All in favor (5-0).

Chris Kyle, Chair

1-8-2026
Date

MINUTES
Senior Citizen Advisory Commission

Tuesday, November 18, 2025
St. Charles City Hall, ~~Conference Room A~~ Council Chambers
200 North Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT	MEMBERS ABSENT
Sheila Eckstein	Althea West
Shelly Roy	Norm Fehl
Judy Rhodes	Bridget Alderson
Bill Wallace	Mary West – City Council Liaison
Charlie Daniels	

OTHERS PRESENT
Carla Bray – City Staff Liaison
Amy Milstead – Mayor Borgmeyer's Assistant
Katie Pendergast – Aging Ahead/Senior Center
Tarek Peterkin – Aging Ahead Board Member
David Eckhoff – Commission Candidate (Ward 10)
Lester Hager – Commission Candidate (Ward 4)
Emily Wertz – Bankers Life
Taylor – Bankers Life

1. **Call to Order**
   The meeting was called to order at 10:04 a.m. by Commission Chairperson Sheila Eckstein.

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

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

4. **Approval of October 14, 2025 meeting minutes**
   Charlie Daniels made a motion to approve the October 14, 2025 minutes as noted. Shelly Roy made the second, all present were in favor, the motion passed.

5. **Speaker: Bankers Life**
   Emily Wertz, Insurance Agent from Bankers Life and her associate (Taylor) presented information on Bankers Life and provided handouts to all. The group discussed various resources and questions were answered.

6. **Chairperson Report**
   Sheila provided information on the following:
   - Meeting with Randy Schilling at the OPO (Sheila, Mary West and Charlie Daniels)
     - A follow-up email was sent to Randy, but no response has been received yet.

- Amy Milstead shared that she participated in the AI training at Lindenwood to learn more about it.
- Question came up whether the Commission should continue their involvement of seniors with AI training.
- Charlie will follow up with Randy Schilling for next steps.
- Sheila will follow up with Mary West and Randy.

- Overview provided of the Top Golf fundraiser.
- Recap of the Veterans Day Parade.
  - Senior Citizen Advisory Commission made their presence known. Colin Wellenkamp
- Bill Wallace mentioned that he met with Missouri State Representative ~~Hollingsworth~~ and spoke to him about seniors.
  - A brochure Bill received was shared with the group.
- Sheila reminded the Commission that the focus of the Senior Citizen Advisory Commission is finding out what seniors in the city need.
- Sheila suggested that speakers be given a time limit of 15 minutes.

7. Report from Council Liaison

None

8. Old Business

- Shelly Roy discussed the Age-Friendly City/AARP Surveys and stressed the fact they need to get done.
  - Are the surveys available at the Senior Center?
  - Lindenwood provided a QR code that should be included in the STCNow magazine.
  - Lindenwood is willing to compile the results of the surveys and provide an analysis.
  - Carla Bray will print 200 copies of the survey and flyers.
  - Group discussion on how to get the surveys out and completed.
    - Councilperson/Ward meetings.
    - Need City Council support.
    - Shelly suggested each Commission member work with their respective Councilperson to get the word out.
  - Survey requirement for St. Charles is 600 surveys.
  - Flyer has a QR code that takes them to the survey.
  - Where do people return the physical survey?
  - Need incentives to entice participation.
  - Lester Hager asked what the benefit of completing the survey was.
    - Shelly provided AARP/Age-Friendly information.
- Bill Wallace suggested a SCAC Booth at the Christmas concert in December.

9. New Business

- Business cards for SCAC members?
  - Carla to check with Mayor Borgmeyer.

10. Commission Member Announcements

None

11. Public Comment

- David Eckhoff mentioned the SCAT buses in the City are in bad condition.

12. Adjourn

Bill Wallace made a motion to adjourn at 11:09 a.m., Judy Rhodes provided the second, and all present were in favor, and motion passed.

Prepared by Carla Bray

Sheila Eckstein 12-9-25

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

MEMBERS PRESENT	MEMBERS ABSENT
Sheila Eckstein	Bridget Alderson
Shelly Roy	
Judy Rhodes	**OTHERS PRESENT**
Althea West	Mary West – City Council Liaison
Bill Wallace	Carla Bray – City Staff Liaison
Charlie Daniels	Mayor Dan Borgmeyer
Norm Fehl	Katie Pendergast – Aging Ahead/Senior Center

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

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

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

4. **New Business**
   - Annie Alameda from Lindenwood was not able to attend the meeting so the discussion regarding senior technology education was tabled until January 2026. Carla showed the Commission members the room on the 4th floor at City Hall where 12 computers are currently set up for training purposes and has received permission to use the computer room for the proposed senior training.
   - AARP Survey/Age-Friendly compliance project.
     - Need 500 – 600 survey responses (based on population of the city).
     - 50 surveys given to the Senior Center.
       - Incentive basket created for a raffle.
     - Online survey takes about 10 minutes.
       - Judy forwarded the survey via her Facebook account.
     - Shelly to get an update on submissions from Lindenwood.
     - Mary West will share the survey with City Council.
     - Carla announced City Ward meetings in January and February. Commission members will attend for their respective Wards.
     - Shelly suggested a buddy system with Ward Council members.
       - Commission members are to reach out to their respective Ward Council members.
     - Include the survey in the January STCNow newsletter.

- Bill Wallace volunteered to set up a booth at the Foundry Art Centre at 7:00 pm during the Christmas concert on December 11th.
- Dr. Sara Bagley will be invited to attend the January meeting in order to provide an update on survey responses.
  - Her students are compiling the survey data.
- May is the deadline for completing this project.
- Carla to send the AARP survey flier to all the Council members.

5. **Approval of November 18, 2025 meeting minutes**
   Charlie Daniels made a motion to approve the November 18, 2025 minutes with noted edits. Shelly Roy made the second, all present were in favor, the motion passed.

6. **Chairperson Report**
   None

7. **Report from Council Liaison**
   - Mary West shared information regarding a presentation by the Kiwanis Club on the Pundmann Nature Park.
   - Mary shared information on the new Pundmann Nature Park.
     - Brochure shown to the group.
     - On the Parks and Recreation website.

8. **Old Business**
   - Bankers Life will be asked to be a stakeholder which is required for the AARP/Age-Friendly City project.
   - Stakeholders from Dementia/Age-Friendly meetings at First Bank should be contacted for the AARP/Age-Friendly project.
     - Shelly volunteered to contact them.
     - Shelly and Althea will be a subcommittee and work on this together.
   - Stakeholders = Supporters
   - Shelly to provide handouts at the January meeting of the stakeholders along with the definition of a stakeholder.
   - Bill Wallace provided an update on Senior Night at Wapelhorst Park.
     - Met with Maralee, Director of Parks and Recreation.
     - Set for Sunday, June 21st.
       - No time set yet
     - Ideas for this event.
       - Attendance prizes
       - Water walking passes
       - Water exercises
       - Rubber ducky races
       - Small fee to attend?
       - Sponsor event so it's free for seniors.
   - Business cards for Commission members – Mayor declined the request.
   - Resource guides – need more copies.
   - Website development.
     - Check samples from other cities.

- Mary West will talk to Beth Norviel about the status.
  - Updates to go to Carla in order to send out to the group.
- January through April, meetings will be 10:00 am – 11:30 am in order to cover all the business at hand.

9. Commission Member Announcements

- Carla shared information with the group regarding two new Commission members to be appointed at the January 6th Council Meeting. She also shared that Commission member Bridget Alderson was sent a letter terminating her appointment to the Commission due to the fact she has missed more than three consecutive meetings.
- Bill shared that he saw the October STCNow article at Regions Bank. It was visible at the teller window.
- Events review and commitments will take place in the last 30 minutes of the SCAC meetings beginning in January, through April.

10. Public Comment

- Mayor Borgmeyer stopped by the meeting and shared the following information:
  - Kudos to the Commission for a job well done.
  - Mentioned funds available for the Commission, one third of donations on water bills are for Senior Services.
- Katie from the Senior Center shared the following information:
  - Meals on Wheels, hot meals are now $8.00, up from $5.00.
    - Cost of meal is $12.00
    - Requested something in STCNow newsletter requesting more funds.
    - Carla to check with Finance Director for MOW funds status.

11. Adjourn

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

Prepared by Carla Bray

Sheila Eckstein 1-13-24

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Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Finance	**Department Contact:**	Paul Feldmann
Vendor Name & NWS#:	WEX Bank #15209		
Description/Purpose:	To enter into an agreement with WEX Bank for fleet fuel cards services for 2026.		
Account #:	Various Accounts (See Attached)		
Project #:			
Amount of this Routing:	$ 724,997.00	**Requisition #:**	TBE 2026
Contract Type:	New Contract	**N/A**	Coop#: N/A
Contract Term:	1/1/2026-12/31/2026	**Renewal Options:**	4 One-Year Terms
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$	**Total of Previous Amendments:**	$
Total Contract Value:	$ 724,997.00		

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

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

Printed Name:	**Signature:**
Jennifer O'Connor	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 1/5/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 1/5/2026
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 1/5/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 1/5/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A5B094AA...
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

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RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 01/20/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH WEX BANK FOR 2026 FLEET FUEL CARD SERVICES IN THE AMOUNT NOT TO EXCEED $724,997.00. THE INITIAL TERM OF THIS CONTRACT SHALL BE JANUARY 1,2026 THROUGH DECEMBER 31, 2026.

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

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

Summary:

The City solicited bids for fuel card services (Bid 4803) in August 2025 and received four (4) responses (tabulation attached). Upon reviewing the bids, the best price option is WEX Bank's universal fuel card. The initial contract shall be for one (1) year, with the City retaining four (4) one-year renewal options for 2027, 2028, 2029 and 2030.

This recommended contract is for all departments, except Parks. Parks will recommend a separate contract for Parks Board Approval.

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

Fiscal Impact: 724,997.00 **Requisition #:** TBE 2026

Account #: Various Accounts (See Attached)

Project #:_____

RCA prepared by: PF (Initial) Dept. Dir. NA (DS) Finance Dir. NA (DS) Dir. of Admin. LSD1 (DS)

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2026 Budget Estimate (by G/L Account)	Amount
100-130-131-744006-	$ 4,147.00
100-170-171-744006-	$ 500.00
100-190-229-744006-	$ 7,000.00
100-190-249-744006-	$ 12,000.00
100-190-260-744006-	$ 16,000.00
100-192-115-744006-	$ 350.00
100-220-131-744006-	$ 310,000.00
100-330-112-744006-	$ 500.00
100-240-402-744006-	$ 80,000.00
100-240-404-744006-	$ 15,000.00
100-431-791-744006-	$ 4,000.00
100-500-551-744006-	$ 9,000.00
204-500-501-744006-	$ 95,000.00
204-500-503-744006-	$ 20,000.00
204-500-504-744006-	$ 5,000.00
204-500-581-744006-	$ 30,000.00
204-502-502-744006-	$ 14,000.00
214-500-573-744006-	$ 500.00
215-500-572-744006-	$ 1,000.00
217-217-301-744006-	$ 1,500.00
217-217-302-744006-	$ 1,800.00
217-217-304-744006-	$ 2,000.00
217-217-401-744006-	$ 64,000.00
217-217-491-744006-	$ 18,000.00
218-380-801-744006-	$ 2,000.00
514-500-531-744006-	$ 15,000.00
514-500-534-744006-	$ 45,000.00
515-500-566-744006-	$ 22,000.00
515-500-569-744006-	$ 9,000.00
515-500-571-744006-	$ 12,000.00
City Wide Total	**$ 816,297.00**
Parks Total	$ 91,300.00
Total (less Parks)	**$ 724,997.00**

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CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT **Contract # _____**

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

1. Vendor shall provide Fleet Fuel Cards for the City in accordance with Vendor's response to Bid #4803, a copy of which is attached and incorporated as Exhibit A. The initial term of agreement shall be January 1, 2026 through December 31, 2026, with City's option to renew for up to four (4) additional one-year terms under the same terms and conditions.

2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed Seven Hundred Twenty-Four Thousand Nine Hundred Ninety-Seven Dollars ($724,997.00). The City shall be obligated to pay for all City purchases completed on City's fuel cards.

The City's obligation to pay the Contract Price and the Vendor to provide goods or services ceases immediately for any fiscal year in which the City does not, for any reason, appropriate funds for the Contract. Notwithstanding the foregoing, City shall be responsible to pay for all purchases made using the fuel cards upon the appropriation of funds for the Contract.

3. The Contract along with the Sourcewell Master Agreement #030625 is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party. To the extent there is any conflict between this Contract and Vendor's Contract or any Terms & Conditions, the terms of this Contract shall control.

4. The City may terminate the Contract at any time for any reason or no reason at all by giving thirty (30) days written notice to Vendor. The Vendor shall be paid for goods or services provided to the date of termination, including all charges and fees incurred by City through its use of the fuel cards.

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

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

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

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

A. Pursuant to Section 34.600 RSMo, as amended, Vendor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than $100,000 or Vendor has less than ten (10) employees;

B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully

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present in the United States prior to the City awarding Vendor the Contract;

C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract. Vendor represents and warrants compliance with Section 285.530 at the time of Contract award. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to the Contract is attached and incorporated by this reference; and

D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.

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

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

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

WEX Bank:

Signed by:
Jason Price 12/17/2025
EE6EEC720DFE478...
Date

By: Jason Price President
(Print Name and Title)

APPROVED

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

City Clerk Date

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CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT **Contract #** _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 1/5/2026
C5FB3E8A40BE40D...
Director of Finance Date

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WEX Response to City of Saint Charles, Missouri Invitation for Bid IFB 4803: Fleet Fuel Cards

September 9, 2025

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CITY OF SAINT CHARLES, MISSOURI
INVITATION FOR BID
IFB 4803

AUGUST 19, 2025

Notice of Invitation for Bid (IFB)
Fleet Fuel Cards
for the City of St. Charles, Missouri

The City of St. Charles, Missouri is accepting bids for Fleet Fuel Card Services, from qualified providers. Bids will be received until **2:00 p.m., City Time, on Tuesday, September 9, 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.

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INVITATION FOR BID
Fleet Fuel Cards

I. Overview

The intent and purpose of this IFB is to obtain competitive bids and award a contract for annual fleet fuel card services for the City of St. Charles. The initial term of agreement shall be January 1, 2026 through December 31, 2026. The City shall have options to renew for up to four (4) additional one-year terms under the same terms and conditions.

II. Scope of Services

The City's average annual fuel purchases total approximately 180,000 gallons of unleaded and 81,000 gallons of diesel fuel. The City does not guarantee any specific usage upon entering into a new agreement. The City shall be billed monthly and will only be responsible to pay for actual fuel purchases, and applicable fees, at the pump price, less any discounts and/or rebates included on the Bid Form.

The City of Saint Charles is looking for a vendor, or vendors, to supply multiple departments through multiple locations, 24 hour availability of both unleaded and diesel fuel at the same location, lot size to accommodate large vehicles (fire trucks etc.), pay at the pump, departmental billing and use of a "fleet" card. The City's preference is to award a contract to a supplier, or suppliers, that offer a universal fleet card rather than a branded fleet card. Bidder understands that this is the City's preference and that the City reserves the right to award the contract in the manner deemed most advantageous to the City.

Bidder must indicate if their locations "Comply" with the requirements below. Any item marked "Exception" must be listed on a separate, attached sheet to the bid submission with a detailed description of the alternative. Failure to do so may result in the rejection of the Bid.

FILLING STATION LOCATIONS	COMPLY	EXCEPTION
Bidder has attached a list of fueling sites that are located only within the city limits of St. Charles – 63301 & 63303 Zip Codes (list must include hours of operation for each site and types of fuels offered)	X	
Bidder has at least one fueling site located north and one south of Interstate 70 that can provide gasoline and diesel fuel 24 hours a day, 365 days a year		X WEX provides fleet cards and fleet administration services. We have no control over site set up, hours of operation, or availability of 24/7 pay at pump.

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Bidder can accommodate a police sub-station. If so, please provide details as to location, hours and amenities available on a separate sheet submitted with bid		X If in reference to bulk site support, WEX does not provide these services directly, but partner with mobile / wet hosing providers. WEX provides fleet cards and fleet administration services. We have no control over site set up, hours of operation, amenities, etc.
All fueling sites can accommodate the turning radius of a 53' long vehicle and height requirement of at least 13'		X WEX provides fleet cards and fleet administration services. We have no control over site set up or logistics.
Proposed site lots and pads able to accommodate vehicles with a GVWR of at least 59,600 lbs		X WEX provides fleet cards and fleet administration services. We have no control over site set up or logistics.

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FLEET CARDS	COMPLY	EXCEPTION
Bidder's solutions allows pay at the pump system at all locations	X	
Bidder will assign one card to each vehicle	X	
Vehicles will be identified by some numeric system	X	
Each driver will be identified by some ID or PIN number	X	
Bidder will provide real-time card "lock out" capability	X	
Bidder will provide ability to activate cards in real-time	X	
Fleet card customer service available 24/7	X	
Replacement cards available within 48 hours	X[1]	
City will be allowed to hold "spare" cards at City Hall which may be activated by phone or via internet in real-time	X	
City will have the ability to set restrictions on individual driver PIN or vehicle ID number (i.e. spend limits, daily transaction limits, restrict to fuel only, types of fuel, etc.)	X	
Bidder will provide on-site or web-based training for all departments that will be using the systems	X	
Bidder's cards can be used at other sites or locations throughout the state or country (i.e. police detective on City business in another state)	X	

BILLING	COMPLY	EXCEPTION
The City shall be set up as a brand new account upon contract execution (shall not be considered a continuation of a previous account or contract)	X	
The City will be allowed a credit limit of approximately 1/4 of the annual contract value, approximately $150,000.00 (this credit limit may be adjusted to accommodate emergency situations and/or fuel price increases/contract amendments)		X Our credit approvals are set at a commercial account level and are determined on a risk based approach. WEX performs an annual assessment of the

[1] Standard, no-cost shipping takes 7-10 business days. Expedited (second day) or overnight shipping is available for an additional fee.

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		credit extension, which is based on the most recent financial statements of the company. Credit allocation is based on the financial strength of the company, performance on the WEX credit obligation, and credit line utilization.
The monthly billing cycle shall begin on the first day of the month and end on the last day of the month	X	
Bidder will deliver invoices electronically to the City's Finance Department (each department will be set up as a child account to the City's parent account and be easily identifiable and separable from the monthly billing statement)	X	
Bidder's invoice shall be a summary statement listing charges for all City departments, which are easily distinguishable and separable for payment by department/cost center	X	

BILLING (CONTINUED)	**COMPLY**	**EXCEPTION**
Invoices shall include the following information for each fuel transaction: • Vehicle number making purchase • Driver making purchase (by PIN or ID) • Type of fuel purchased • Gallons of fuel purchased • Cost per gallon purchased • Location of fuel site where purchased • Time and date of purchase • Miles driven since last transaction	X	
Payment terms shall be Net 30	X	
City's total volume discounts shall be extended to every City Department's account	X	

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Bidder shall retain transaction information for a period of at least five (5) years	X	
Bidder is to provide "Off-Road Fuel Tax Credit" report at year end (if applicable)		X We do not capture off road fuel tax data. Off road shows in our reporting as "no tax included."
Bidder shall include an example of monthly invoice statement showing the City's requested transaction requirements	X As the City's current fleet card provider, we are happy to continue meeting your requested transaction requirements.	
The City is a tax exempt entity. Bidder agrees to bill accordingly (tax exempt certificate can be provided upon request)	X	
No account will be shut off or put on a credit hold, for any reason, without written and verbal notification 30 days prior to action		X WEX respectfully takes exception. WEX, as a federally regulated bank, must control its credit and lending, and feel this language is too broad. For instance, in the instance of fraud we would need to act quickly and shut off accounts or put a hold on.
Each account must be reconciled by the end of each contract term	X	

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FUEL PRICING/DISCOUNTS	COMPLY	EXCEPTION
Pricing and/or discount structures shall remain firm for each contract term, including renewals	X	
The City may accept changes where a larger discount is advantageous to the City	X	
The City will not accept a lesser discount for any contract, including renewal periods	X	

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OTHER	COMPLY	EXCEPTION
Emergency Fueling Needs: • Bidder has mobile fueling capabilities • Bidder will give City priority customer consideration		X WEX does not provide these services directly, but partner with mobile / wet hosing providers. We are happy to discuss emergency protocols upon award and contract execution.
Backup Power: • Backup power is available to allow pumping in a power outage • City will be able to supply its own power source to ensure fueling capability in a power outage (please include requirement with bid submission)		X WEX provides fleet cards and fleet administration services. We have no control over site set up or logistics.
Bidder shall supply documentation showing all underground storage tanks (USTs) at the proposed fueling sites are registered and in compliance with the Missouri Department of Natural Resources		X WEX does not provide these services directly, but partner with mobile / wet hosing providers.
Bidder has included at least three (3) references of local municipalities that are currently using a similar fleet card to that being proposed to the City (at minimum, References must include name and phone number for primary contact)	X	
Bidder understands and agrees that City reserves the right to purchase fuel from other sources in emergency situations should time constraints or other conditions not allow the City to obtain fuel from one of the Bidder's local fueling sites	X	

[END OF SECTION]

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III. Inquiries

Any questions related to the IFB shall be submitted to Paul Feldmann, Purchasing Manager, at paul.feldmann@stcharlescitymo.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.stcharlescitymo.gov/bids.aspx.

IV. 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 contingence 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.

V. Schedule of Activities

Release and advertisement of IFB:	August 19, 2025	
Deadline for clarifying questions:	September 4, 2025	3:00 PM
Bid submission deadline:	September 9, 2025	2:00 PM

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VI. 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 Tuesday, September 9, 2025.

2. Envelopes must be clearly marked on the outside, "**BID 4803**", 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 Tuesday, September 9, 2025, at 2:00 p.m., City time, in First Floor at City Hall.

5. Bid tabulation sheets will be available online following the bid opening here: https://www.stcharlescitymo.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.~~[2]

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.~~[3]

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.

[2] WEX respectfully takes exception. As a regulated financial services provider providing cards operating on two card networks, WEX must ensure its credit agreements comply with applicable regulatory requirements, align with the applicable card network rules, and align with the specific products and services WEX will provide.

[3] WEX respectfully takes exception. We are not providing fuel, and cannot control our accepting merchants.

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VII. 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 or view on-line in the Code of Ordinances on the City website.~~

~~Pursuant to Section 34.600 R.S.Mo., 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.~~

~~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.~~

~~VIII. Assignment of Contract~~

~~Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval by the City.~~

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IX. 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.

X. 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.

XI. Method of Award

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

XII. 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.

XIII. 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.

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XIV. 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.

XV. 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.

XVI. Delivery

All deliveries shall be F.O.B. destination: Saint Charles City location unless otherwise stated.

XVII. Payment Terms

Payment terms shall be net thirty (30) days after delivery/installation unless otherwise stated.

XVIII. 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.

XIX. 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.

XX. Withdrawal of Bids

Any Bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of bids.

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~~**XXI. 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.~~

~~**XXII. Non-Appropriation**~~

~~Notwithstanding other terms to the contrary, the obligation of the City under the contract awarded to the transportation company 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.~~

~~**XXIII. No Other Interested Parties**~~

~~Bidder declares that the only persons interested in this contract as principals are therein named as such, that no official of the municipality and no person acting for, or employed by, the municipality is directly or indirectly interested in this bid, or any contract which may be made under its, or in any expected emolument, or profit to arise therefrom, that the bid and the contract are made in good faith, without fraud, collusion or connection with any other Bidder for the same work.~~

~~**XXIV. 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.~~

WEX respectfully takes exception to the form Terms and Conditions. As a regulated financial services provider providing cards operating on two card networks, WEX must ensure its credit agreements comply with applicable regulatory requirements, align with the applicable card network rules, and align with the specific products and services WEX will provide. We have attached our standard terms and conditions to the RFP for your convenience which would necessarily govern any contract award. As you undoubtably realize, any contract executed by WEX is subject to successful completion of bank due diligence processes and credit approval.

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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~~[4]. 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 4803 and to all the conditions imposed herein, the undersigned offers and agrees to provide Fleet Fuel Card Services for the City in accordance with the specifications attached herein at the following price(s):

Indirect Costs	
A. Account Set-Up Fee(s):	Waived
B. Monthly Fleet Card Fee(s) (per card):	Waived
C. Annual Account Maintenance Fee(s):	Waived
D. Software Fee(s):	$0.00
E. Replacement Card Fee(s):	$ Waived
Other Fees, if any, not listed above (please attach separate sheet if necessary):	
F. Truck Stop Fee	$3.00 / transaction
G. Overnight card shipping	Cost Varies
H.Paper Delivery Fee (if applicable)	$10.00

Direct Costs	
A. Discount from Pump Price for Unleaded:	See directly below
B. Discount from Pump Price for Diesel:	See directly below
Other Discounts, if any, not listed above (please attach separate sheet if necessary):	
C.	See directly below
D.	See directly below
E.	See directly below

[4] WEX respectfully takes exception. We cannot agree to any future documents of which we are currently unaware.

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Volume	1.85% (185 bps) per newly executed Sourcewell / State of Missouri contract.

Early Pay Inctive

Bill Presentment	Payment Timing Options: Payment in full within the following calendar days of the billing date appearing on your invoice	Basis Points (Rebate Percentage)
Monthly	0	20 basis points (0.20%)
Monthly	1	19 basis points (0.19%)
Monthly	2	18 basis points (0.18%)
Monthly	3	17 basis points (0.17%)
Monthly	4	16 basis points (0.16%)
Monthly	5	15 basis points (0.15%)
Monthly	6	14 basis points (0.14%)
Monthly	7	13 basis points (0.13%)
Monthly	8	12 basis points (0.12%)
Monthly	9	11 basis points (0.11%)
Monthly	10	10 basis points (0.10%)
Monthly	11	9 basis points (0.09%)
Monthly	12	8 basis points (0.08%)
Monthly	13	7 basis points (0.07%)
Monthly	14	6 basis points (0.06%)
Monthly	15	5.5 basis points (0.055%)
Monthly	16	5 basis points (0.05%)
Monthly	17	4.5 basis points (0.045%)
Monthly	18	4 basis points (0.04%)
Monthly	19	3.5 basis points (0.035%)
Monthly	20	3 basis points (0.03%)
Monthly	21	2.5 basis points (0.025%)
Monthly	22	2 basis points (0.02%)
Monthly	23	1.5 basis points (0.015%)
Monthly	24	1 basis points (0.01%)
Monthly	25	0.5 basis points (0.005%)
Monthly	26	0 basis points

Merchant Rebates	

Name	*Cents Off Per Gallon*
Kum and Go	2.5 cents per gallon gasoline; 3 cents per gallon diesel
Wallis Oil	1 cent per gallon
Warrenton Oil	1 cent per gallon
Rhodes 101	2 cents per gallon
Ayers Oil	3 cents per gallon
Thoele, Inc.	2 cents per gallon
Hy-Vee	3 cents per gallon
Midwest Energy	1 cent per gallon gasoline; 2 cents per gallon diesel
Road Ranger	2 cents per gallon, gasoline only

Payment timing of rebate	Monthly credit to invoice, one month in arrears

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BID FORM

Are there any minimum purchase requirements associated with the pricing structures above?
YES **NO** If YES, please explain (please attach separate sheet if necessary):

Please see response/information directly above

Are any other pricing plans available (i.e. up-charge from OPIS Rack Price, percentage rebate, etc.)?
YES **NO** If YES, please explain (please attach separate sheet if necessary):

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)
WEX's annual report and other public documents (e.g., quarterly results, SEC filings) are available at: https://ir.wexinc.com/financials/annual-reports-proxy-esg/default.aspx

Other:_____

Full Legal Name of Proposer: **WEX Bank (a wholly-owned subsidiary of WEX Inc.)**

Street Address: **111 East Sego Lily Drive, Suite 250**

City/State/Zip Code: **Sandy, UT 84070**

City of St. Charles business license number: **N/A**
(if located within city)

Last 4 Digits of FEIN or SSN: **WEX Inc's Federal ID is 01-052699; WEX Bank's Tax ID is 84-1425616**

Telephone: **(888) 842-0075**

Name: Jason Price Title: President/CEO

Signature: Date: 9/8/25

Email Address: **Please direct inquiries to Marcus Alley; marcus.alley@wexinc.com**

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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:

N/A

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:

N/A

(All remaining work will be done by the BIDDER with its own forces.)

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REFERENCES

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

Company:	**City of New Orleans, LA**
Contact Person:	**Jasmine Bush**
Phone:	**504-658-8817**
E-Mail:	**Jasmine.Bush@nola.gov**

Company:	**City of Hannibal, MO**
Contact Person:	**Jessica Rosenkranz**
Phone:	**573-221-0111 x 214**
E-Mail:	**jrosenkranz@hannibal-mo.gov**

Company:	**City of Cookeville, TN**
Contact Person:	**Jenni Nisewander**
Phone:	**931-520-5292**
E-Mail:	**jenni@cookeville-tn.gov**

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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.

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AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.[5]

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

STATE OF Utah)

)ss

COUNTY OF Salt Lake)

Before me, the undersigned Notary Public, _____(Name) personally appeared who is _____(Title) of WEX Bank (Company Name), and after being sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

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

Signature (Person with Authority) Jason Price Printed Name

President/CEO Title

9/8/25 Date

Subscribed and sworn to before me this 8th day of September, 2025 (Month, Year).

My commission expires: 11/22/2025

Signature of Notary 9/8/25 Date

DENA KAY NAFUS
NOTARY PUBLIC- STATE OF UTAH
COMMISSION# 721276
COMM. EXP. 11-22-2025

[5] Please see E-Verify Company Profile included with our response. We are happy to complete this form upon award and contract execution.

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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: **WEX Bank (a wholly-owned subsidiary of WEX Inc).**			
Last Name **N/A**	First **N/A**	Initial **N/A**	Maiden Name **N/A**
Address (Street Name & Number) **111 East Sego Lily Drive, Suite 250**			
City **Sandy**	State **UT**		Zip Code **84070**
Date of Birth (MM/DD/YYYY) **N/A**		(Check all that apply to signer and company): ☐ A Citizen of the United States ☐ A Lawful Permanent Resident ☐ **Company uses e-Verify-to Hire New Employees** ☐ **All Employees are authorized to work in U.S.**	
Signature	Date		
☐ I have attached documentation ☐ I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

CITY STAFF- Record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A -MoDOR Accepted Documentation		B - MO Driver's License		C - Other Federal Documentation
Document: _____ Expiration: _____	Or	Missouri Driver's License ☐ Expiration: _____	Or	Document: _____ Expiration: _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:

***NOTE TO CITY STAFF:** If sufficient documentation was not presented, do not sign the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

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Site Name	Merchant Brand	Merchant Name	Street Address	City	State / Province	Postal Code	Phone Number	Service Category
ROCKET 4267	PHILLIPS 66	PHILLIPS 66 COMPANY	1990 S 1ST CAPITOL DR	SAINT CHARLES	MO	63303-3772	6369473144	FUEL
ON THE RUN #S35	EXXONMOBIL	EXXONMOBIL	2311 UPPER BOTTOM RD	SAINT CHARLES	MO	63303-6217	6364980230	FUEL
ROYAL OAKS ON THE RUN #627	EXXONMOBIL	EXXONMOBIL	1700 FORD LN	SAINT CHARLES	MO	63303-3806	6369495000	FUEL
JIFFY LUBE.	JIFFY LUBE	TEAM CAR CARE LLC	1401 S STH ST	SAINT CHARLES	MO	63301-2435	6369476388	FUEL
JIFFY LUBE. #3088	JIFFY LUBE	TEAM CAR CARE LLC	2139 ZUMBEHL RD	SAINT CHARLES	MO	63303	6369469737	OIL CHANGE
ST. ANDREWS MINI MART	UNBRANDED	HPS INDEPENDENT MERCHANTS	5940 S HIGHWAY 94	SAINT CHARLES	MO	63304	6363003376	OIL CHANGE
ROCKET 4269	PHILLIPS 66	PHILLIPS 66 COMPANY	2000 CAMPUS DR	SAINT CHARLES	MO	63301	6369407557	FUEL
DIRT CHEAP 534	PHILLIPS 66	PHILLIPS 66 COMPANY	2240 N 3RD ST	SAINT CHARLES	MO	63301-0962	6369402653	FUEL
MOTOMART #3352	UNBRANDED	FKG OIL COMPANY	1495 KISKER RD	SAINT CHARLES	MO	63304-8729	6364777774	FUEL
MOTOMART #3357	UNBRANDED	FKG OIL COMPANY	1020 S STH ST	SAINT CHARLES	MO	63301-2419	6369409169	FUEL
VALVOLINE IOC 050001	VALVOLINE	VALVOUNE INSTANT OIL CHG	2801 HIGHWAY 94 NORT	SAINT CHARLES	MO	63301	6369405440	FUEL
QUIKTRIP 0602	QUIKTRIP	QUIKTRIP CORPORATION	2200 1ST CAPITOL DR	SAINT CHARLES	MO	63301-5806	3149492630	OIL CHANGE
QUIKTRIP 0603	QUIKTRIP	QUIKTRIP CORPORATION	1640 S STH ST	SAINT CHARLES	MO	63303-4105	8002473452	FUEL
QUIKTRIP 0623	QUIKTRIP	QUIKTRIP CORPORATION	225 N KINGSHIGHWAY ST	SAINT CHARLES	MO	63301-1611	8002473452	FUEL
QUIKTRIP 0660	QUIKTRIP	QUIKTRIP CORPORATION	3889 MEXICO RD	SAINT CHARLES	MO	63303-3042	8002473452	FUEL
JIFFY LUBE.	JIFFY LUBE	HEARTLAND AUTOMOTIVE SERV	1500 ZUMBEHL RD	SAINT CHARLES	MO	63303-4703	8002473452	FUEL
MIDTOWN 66	PHILLIPS 66	PHILLIPS 66 COMPANY	2139 ZUMBEHL RD	SAINT CHARLES	MO	63303-2732	6369469737	OIL CHANGE
DOBBS TIRE #03 COUNT	UNKNOWN	WORLDPAY LIS (VANTIV)	524 1ST CAPITOL DR	SAINT CHARLES	MO	63301-2726	9999999999	FUEL
PLAZA TIRE SVC. 9036	UNKNOWN	WORLDPAY US (VANTIV)	1652 COUNTRY CLUB PLAZA DR	SAINT CHARLES	MO	63303	8008001983	FUEL
GAS N SHOP	PHILLIPS 66	PHILLIPS 66 COMPANY	2498 W CLAY ST	SAINT CHARLES	MO	63301	8447287457	FUEL
NEW TOWN BLVD. MOTOMA	UNBRANDED	FKG OIL COMPANY	3601 HARRY S TRUMAN BLVD	SAINT CHARLES	MO	63301-4091	6364563346	FUEL
TELLE TIRE AND AUTO	UNBRANDED	TELLE TIRE AND AUTO	3750 NEW TOWN BLVD	SAINT CHARLES	MO	63301-4360	6182775326	FUEL
NAPA STORE 3333004	UNKNOWN	FDC INDEPENDENT MERCHANTS	2539 W CLAY ST	SAINT CHARLES	MO	63301-2586	6367232600	MECHANICAL
MEINEKE 1554	UNKNOWN	WORLDPAY US (VANTIV)	2168 CAPITAL DR	SAINT CHARLES	MO	63301	6369466338	FUEL
ROCKET 4216	PHILLIPS 66	PHILLIPS 66 COMPANY	2315 W CLAY ST	SAINT CHARLES	MO	63301-2533	3144715618	TIRES
FIRESTONE	BRIDGESTONE RETAIL OPERAT	BRIDGESTONE RETAIL OPERAT	3799 ELM ST	SAINT CHARLES	MO	63301-4345	6369160439	FUEL
HUCKS 237	MARTIN & BAYLEY	MARTIN AND BAYLEY INC	2413 W CLAY ST	SAINT CHARLES	MO	63301-2523	3149466533	TIRES
QUIKTRIP 0673	QUIKTRIP	QUIKTRIP CORPORATION	1020 COUNTRY CLUB RD	SAINT CHARLES	MO	63303-3341	6367246999	FUEL
JOHNSON COLLISION RE	UNKNOWN	FDC INDEPENDENT MERCHANTS	2260 FIRST CAPITOL D	SAINT CHARLES	MO	63301	8002473452	FUEL
MPC 16	PHILLIPS 66	PHILLIPS 66 COMPANY	12D FOX HILL RD	SAINT CHARLES	MO	63301-0001	6364430477	MECHANICAL
COFFEY AUTO 0053774	UNKNOWN	FDC INDEPENDENT MERCHANTS	2675 W CLAY ST	SAINT CHARLES	MO	63301-2525	6367240124	FUEL
PLAZA TIRE SVC. 9035	UNKNOWN	WORLDPAY US (VANTIV)	2060 EXCHANGE DR	SAINT CHARLES	MO	63303-5986	6369474709	MECHANICAL
MIKE'S REPAIR D19932	UNKNOWN	FDC INDEPENDENT MERCHANTS	2550 S OLD HIGHWAY 9	SAINT CHARLES	MO	63303	8447287457	FUEL
CIRCLE K SITE #1641	CIRCLE K	MAC'S CONVENIENCE STORES	510 N STH ST	SAINT CHARLES	MO	63301-1865	6369465310	MECHANICAL
CIRCLE K # 01642	CIRCLE K	MAC'S CONVENIENCE STORES	1525 CAULKS HILL RD	SAINT CHARLES	MO	63304-6808	6364474147	FUEL
CIRCLE K # D1645	CIRCLE K	MAC'S CONVENIENCE STORES	2702 DROSTE RD	SAINT CHARLES	MO	63301-1504	6369461122	FUEL
TELLE TIRE AND AUTO	UNKNOWN	FIRST AMERICAN PAYMENT	3700 ELM ST	SAINT CHARLES	MO	63301-4336	6369498996	FUEL
WAL-MART #1161	UNKNOWN	WALMART INC (FIS)	2539 W CLAY ST	SAINT CHARLES	MO	63301-2586	6367232600	FUEL
SAMS	UNKNOWN	WALMART INC (FIS)	2897 VETERANS MEMORIAL PKWY	SAINT CHARLES	MO	63303-3526	6369478732	FUEL
VIOC D50132	VALVOLINE	VALVOUNE INSTANT OIL CHG	2855 VETERANS MEMORIAL PKWY	SAINT CHARLES	MO	63303-3202	6369467002	FUEL
SOUTHERN TIRE MART #	UNKNOWN	WORLDPAY US (VANTIV)	3702 MONTICELLO PLZ	SAINT CHARLES	MO	63304	8003278242	OIL CHANGE
TINT WORLD 124	UNKNOWN	WORLDPAY US (VANTIV)	3900 CHARBONNEAU DR	SAINT CHARLES	MO	63301-4374	6367246441	FUEL
MEINEKE 1554	UNKNOWN	1ST MILE, LLC	1560 VETERANS MEMORIAL PKWY	SAINT CHARLES	MO	63303-3940	7603219911	TIRES
MILLER'S AUTO REPAIR	UNKNOWN	FDC INDEPENDENT MERCHANTS	2315 W CLAY ST	SAINT CHARLES	MO	63301-2533	3144715618	FUEL
40 FASTLANE	PHILLIPS 66	PHILLIPS 66 COMPANY	520 LITTLE HILLS INDUSTRIAL BLVD	SAINT CHARLES	MO	63301-3710	6369492534	MECHANICAL
39 FASTLANE	PHILLIPS 66	PHILLIPS 66 COMPANY	2301 S OLD HIGHWAY 9	SAINT CHARLES	MO	63380	6364479930	FUEL
ON THE RUN #621	EXXONMOBIL	EXXONMOBIL	1425 JUNGS STATION RD R	SAINT CHARLES	MO	63303-6044	6364777550	FUEL
O'REILLY 6851	UNKNOWN	FDC INDEPENDENT MERCHANTS	6191 MID RIVERS MALL DR	SAINT CHARLES	MO	63304-1105	6369281137	FUEL
ZX 246	UNBRANDED	HPS INDEPENDENT MERCHANTS	3096 ELM POINT INDUSTRIAL DR	SAINT CHARLES	MO	63301-4337	4178295897	MECHANICAL
UNITED XPRESS ON ST.	MARATHON	MARATHON PETROLEUM PL	5952 MISSOURI 94	SAINT CHARLES	MO	63304	3144062604	FUEL
JIFFY LUBE. #3473	JIFFY LUBE	HEARTLAND AUTOMOTIVE SERV	3401 HARRY S TRUMAN BLVD	SAINT CHARLES	MO	63301	3146807722	FUEL
O'REILLY 4419	UNKNOWN	FDC INDEPENDENT MERCHANTS	2897 VETERANS MEMORIAL PKWY	SAINT CHARLES	MO	63303-3526	9728127946	OIL CHANGE
MOONLIGHT AUTOMOTIVE	UNKNOWN	FDC INDEPENDENT MERCHANTS	2424 W CLAY ST	SAINT CHARLES	MO	63301-2548	6367240512	AUTOMOTIVE PARTS
PLAZA TIRE SERVICE 3	UNBRANDED	WORLDPAY US INC.	403 DROSTE RO	SAINT CHARLES	MO	63301	6364939370	MECHANICAL
HARRY'S TRANSMISION	UNBRANDED	WEX	2550 S OLD HIGHWAY 94	SAINT CHARLES	MO	63303-5655	6369399494	FUEL
DIODE DYNAMICS DIODE DYNAMICS			1427 N 4TH ST	SAINT CHARLES	MO	63301-2124	636946923Z	MECHANICAL
			3870 Millstone Pkwy	Saint Charles	MO	63301		

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Docusign Envelope ID: 00B96886-AF69-448A-94F0-A777FE05C89D

Invoice Statement

INVOICE NUMBER: 107048764
ACCOUNT NAME: City of Saint Charles (3)

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE**	AMOUNT DUE
0496-00-503027-5	147000.00	31	AUG-31-2025	SEP-22-2025	57620.46

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
AUG-05-2025	Payment - Thank You		58941.25
AUG-11-2025	Payment - Thank You		63609.39
AUG-29-2025	Fuel Purchases	59720.89	
AUG-29-2025	Other Adjustments this Period	4.00	
AUG-29-2025	Rebates and Rebate Reversals		2104.43

**Payment must process by Payment Due Date. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing.

The Finance Charge is determined by applying a periodic rate of 0%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILL CLOSING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
122550.64	122550.64	59724.89	2104.43	57620.46

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Fleet Universal

ACCOUNT NAME	CITY ST CHARLES MO
ACCOUNT NUMBER	0496-00-503027-5
INVOICE NUMBER	107048764
BILL CLOSING DATE	AUG-31-2025
AMOUNT DUE	57620.46
AMOUNT ENCLOSED	
PAYMENT DUE DATE	SEP-22-2025

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Do not use for remittance
P.O. Box 639
Portland, ME 04104-0639

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

Paul Feldmann
City of Saint Charles (3)
200 North Second Street
St Charles, MO 63301

WEX BANK
P.O. BOX 6293
CAROL STREAM IL 60197-6293

0496005030275000000576204 6 250922

Docusign Envelope ID: 00B96886-AF69-448A-94F0-A777FE05C89D

Balance Subject to Late Fees

If Company's fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply to the Total Outstanding Balance (as defined below). The late fee will be calculated by multiplying the applicable late fee rate by the Total Outstanding Balance on the Calculation Date, not to exceed the amount allowable by applicable law. For Billing Cycles other than monthly, the percentage rate used in the Late Fee calculation will be prorated based on the length of the billing cycle in relation to a monthly billing cycle. Company will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement. 7.2 The "Calculation Date" is the earlier of (a) the posting date for Company's payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred. The "Total Outstanding Balance" is the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have posted to the Account, through the Calculation Date.

How to Dispute Your Invoice

Charges must be disputed in writing no later than sixty (60) days from the bill closing date or they will be considered final and binding.

Card Issuer

The card is issued and payable to WEX Bank under a Business Charge Account Agreement with the cardholder named on the reverse.

Customer Service

For account inquiries and correspondence regarding account service or billing:

- **Call 1-866-544-5796, or**
- **Email correspondence@wexinc.com, or**
- **Fax to 1-800-395-0809, or**
- **Mail to P.O. Box 639, Portland, ME 04104**

Do not mail payments to this address. Payments must be sent to the remit address on your invoice.

Be sure to include your account number on all correspondence.

Your full Business Card Agreement is available here:
https://www.wexdrive.com/tncs/wex.pdf

Payment Options

Mail
Be sure to include bottom portion of invoice with your payment. Write your account number or invoice number on the check to help avoid delays in payment processing if the check and remit stub become separated. Check payments can take up to two Business Days to process from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

Allow 10 business days prior to the due date for mailing to help avoid late fees. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing.

Online
Authorized users can elect to receive an email notification when an invoice is ready for online viewing and payment. Log in or register to set up an online account at go.wexonline.com.

Online payments scheduled by 3:30 PM ET (on business days) are credited to your account on the same day. There is no fee for online payments.

Phone
Call Customer Service to schedule a payment or check your balance.

Payments scheduled by 3:30 PM ET (on business days) are credited to your Account on the same day.

Be prepared with your fleet card account number and a sample check to enter your bank account number and routing number. There is no fee for phone payments.

Docusign Envelope ID: 00B96886-AF69-448A-94F0-A777FE05C89D

Invoice Statement

INVOICE NUMBER: 107048764
ACCOUNT NAME: City of Saint Charles (3)

If an adjustment is shown here and in the detail above, the amount listed here is a summed value of those individual charges.

DATE	TRANSACTION DESCRIPTION	FUNDED BY	REBATE PERIOD UNITS/DOLLARS	PERIOD AMT	REBATE YTD UNITS/DOLLARS	REBATE YTD AMT
	OTHER ADJUSTMENTS THIS PERIOD					
08-29	Truck Stop Transaction Fee			4.00		
	Subtotal			4.00		
	REBATES AND REVERSALS					
08-29	Rebate Adjustment			-2104.43		-7523.15
	Subtotal			-2104.43		-7523.15
	Total			-2100.43		-7523.15

ULTIMATE PARENT ACCOUNT:
State of Missouri Coops

REPORT FOR:
City of Saint Charles (3)
0496-00-503027-5
AUG-01-2025 TO AUG-31-2025

Financial Summary

ACCOUNT NUMBER	FLEET NAME
0496-00-503027-5	City of Saint Charles (3)

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL $	SERVICE $	OTHER $	EXEMPTED TAX	DISCOUNT	TRANS FEE	NET $	TOTAL FEES & PURCHASES
ADMINISTRATION	Unleaded Plus	63.99	3.489	0.00	223.23	0.00	0.00	-11.71	0.00	0.00	211.52	
	Unleaded Regular	23.30	2.918	0.00	68.00	0.00	0.00	-4.27	0.00	0.00	63.73	
	PERIOD			0.00	291.23	0.00	0.00	-15.98	0.00	0.00	275.25	275.25
	YTD			0.00	2226.57	0.00	0.00	-127.59	0.00	0.00	2098.98	2098.98
CD - ANIMAL CONTROL	Unleaded Regular	282.89	2.923	0.00	826.78	0.00	0.00	-51.77	0.00	0.00	775.01	
	PERIOD			0.00	826.78	0.00	0.00	-51.77	0.00	0.00	775.01	775.01
	YTD			0.00	8799.36	0.00	0.00	-557.21	0.00	0.00	8242.15	8242.15
CD-BUILDING	Unleaded Regular	271.10	2.924	0.00	792.37	0.00	0.00	-49.58	0.00	0.00	742.79	
	PERIOD			0.00	792.37	0.00	0.00	-49.58	0.00	0.00	742.79	742.79
	YTD			0.00	4809.10	0.00	5.00	-302.50	0.00	0.00	4511.60	4511.60
CD-CODE ENFORCEMENT	Unleaded Ethanol (10% blend)	8.94	2.859	0.00	25.56	0.00	0.00	-1.64	0.00	0.00	23.92	
	Unleaded Regular	208.06	2.937	0.00	610.69	0.00	0.00	-38.08	0.00	0.00	572.61	
	PERIOD			0.00	636.25	0.00	0.00	-39.72	0.00	0.00	596.53	596.53
	YTD			0.00	3735.93	0.00	0.00	-234.60	0.00	0.00	3501.33	3501.33
COMMDEV	Unleaded Regular	40.04	2.919	0.00	116.87	0.00	0.00	-7.33	0.00	0.00	109.54	
	PERIOD			0.00	116.87	0.00	0.00	-7.33	0.00	0.00	109.54	109.54
	YTD			0.00	1006.75	0.00	0.00	-63.34	0.00	0.00	943.41	943.41
CVB	Unleaded Regular	28.64	2.895	0.00	82.41	0.00	0.00	-5.24	0.00	0.00	77.17	
	PERIOD			0.00	82.41	0.00	0.00	-5.24	0.00	0.00	77.17	77.17
	YTD			0.00	522.38	0.00	0.00	-32.56	-0.86	0.00	488.96	488.96
ENG	Unleaded Regular	570.83	2.929	0.00	1671.96	0.00	0.00	-104.45	0.00	0.00	1567.51	
	PERIOD			0.00	1671.96	0.00	0.00	-104.45	0.00	0.00	1567.51	1567.51
	YTD			0.00	9723.47	0.00	0.00	-612.54	0.00	0.00	9110.93	9110.93
FIRE	Regular Diesel #2	1731.54	3.399	0.00	5881.55	0.00	0.00	-420.76	0.00	0.00	5460.79	
	Unleaded Regular	824.22	2.925	0.00	2410.37	0.00	0.00	-150.79	0.00	0.00	2259.58	
	Unleaded Super	9.19	3.549	0.00	32.60	0.00	0.00	-1.68	0.00	0.00	30.92	
	PERIOD			0.00	8324.52	0.00	0.00	-573.23	0.00	0.00	7751.29	7751.29
	YTD			0.00	60706.85	0.00	0.00	-4340.28	-1.32	4.00	56369.25	56369.25
FIRE - EMS	Regular Diesel #2	582.50	3.432	0.00	1998.72	0.00	0.00	-141.55	0.00	0.00	1857.17	
	PERIOD			0.00	1998.72	0.00	0.00	-141.55	0.00	0.00	1857.17	1857.17
	YTD			0.00	16065.09	0.00	0.00	-1191.92	0.00	0.00	14873.17	14873.17
INFOTECH												
	PERIOD			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	YTD			0.00	182.30	0.00	0.00	-11.37	0.00	0.00	170.93	170.93
MEDIA	Unleaded Regular	43.31	2.932	0.00	126.75	0.00	0.00	-7.93	0.00	0.00	118.82	
	PERIOD			0.00	126.75	0.00	0.00	-7.93	0.00	0.00	118.82	118.82
	YTD			0.00	613.17	0.00	0.00	-38.77	0.00	0.00	574.40	574.40

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Financial Summary

ACCOUNT NUMBER	FLEET NAME
0496-00-503027-5	City of Saint Charles (3)

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL $	SERVICE $	OTHER $	EXEMPTED TAX	DISCOUNT	TRANS FEE	NET $	TOTAL FEES & PURCHASES
MUNICT	Unleaded Regular	15.17	2.999	0.00	45.50	0.00	0.00	-2.78	0.00	0.00	42.72	
	PERIOD			0.00	45.50	0.00	0.00	-2.78	0.00	0.00	42.72	42.72
	YTD			0.00	254.15	0.00	0.00	-16.05	0.00	0.00	238.10	238.10
POLICE	Regular Diesel #2	31.33	3.299	0.00	103.34	0.00	0.00	-7.61	0.00	0.00	95.73	
	Unleaded Ethanol (10% blend)	26.58	2.864	0.00	75.79	0.00	0.00	-4.86	0.00	0.00	70.93	
	Unleaded Ethanol (15% Blend)	16.21	2.899	0.00	47.00	0.00	0.00	-2.97	0.00	0.00	44.03	
	Unleaded Regular	7836.06	2.935	0.00	22974.92	0.00	0.00	-1433.86	0.00	0.00	21541.06	
	Unleaded Super	106.87	3.631	0.00	394.16	0.00	0.00	-19.58	0.00	0.00	374.58	
	PERIOD			0.00	23595.21	0.00	0.00	-1468.88	0.00	0.00	22126.33	22126.33
	YTD			0.00	192946.68	12.00	0.00	-12101.98	-0.35	6.00	180862.35	180862.35
POOL	Unleaded Regular	18.39	2.899	0.00	53.30	0.00	0.00	-3.37	0.00	0.00	49.93	
	PERIOD			0.00	53.30	0.00	0.00	-3.37	0.00	0.00	49.93	49.93
	YTD			0.00	614.59	0.00	0.00	-38.23	0.00	0.00	576.36	576.36
PUBLIC WORKS	Unleaded Plus	16.36	3.299	0.00	53.98	0.00	0.00	-2.99	0.00	0.00	50.99	
	Unleaded Regular	112.26	2.932	0.00	328.99	0.00	0.00	-20.54	0.00	0.00	308.45	
	PERIOD			0.00	382.97	0.00	0.00	-23.53	0.00	0.00	359.44	359.44
	YTD			0.00	993.22	0.00	0.00	-60.96	0.00	0.00	932.26	932.26
PW - FACILITIES	Unleaded Regular	468.25	2.936	0.00	1375.85	0.00	0.00	-85.67	0.00	0.00	1290.18	
	PERIOD			0.00	1375.85	0.00	0.00	-85.67	0.00	0.00	1290.18	1290.18
	YTD			0.00	7899.25	0.00	0.00	-495.61	0.00	0.00	7403.64	7403.64
PW - SEWER M&P	Regular Diesel #2	343.09	3.385	0.00	1159.85	0.00	0.00	-83.37	0.00	0.00	1076.48	
	Unleaded Regular	276.42	2.916	0.00	804.85	0.00	0.00	-50.56	0.00	0.00	754.29	
	PERIOD			0.00	1964.70	0.00	0.00	-133.93	0.00	0.00	1830.77	1830.77
	YTD			0.00	14579.73	0.00	0.00	-1001.29	0.00	0.00	13578.44	13578.44
PW - SEWER NEW TOWN	Unleaded Regular	130.40	2.899	0.00	377.46	0.00	0.00	-23.86	0.00	0.00	353.60	
	PERIOD			0.00	377.46	0.00	0.00	-23.86	0.00	0.00	353.60	353.60
	YTD			0.00	4568.90	0.00	0.00	-308.26	0.00	0.00	4260.64	4260.64
PW - SEWER WPC	Regular Diesel #2	307.63	3.357	0.00	1033.64	0.00	0.00	-74.75	0.00	0.00	958.89	
	PERIOD			0.00	1033.64	0.00	0.00	-74.75	0.00	0.00	958.89	958.89
	YTD			0.00	8004.94	0.00	0.00	-614.17	0.00	0.00	7390.77	7390.77
PW - SSLIP/WSLIP	Unleaded Regular	64.19	2.904	0.00	186.39	0.00	0.00	-11.75	0.00	0.00	174.64	
	PERIOD			0.00	186.39	0.00	0.00	-11.75	0.00	0.00	174.64	174.64
	YTD			0.00	932.30	0.00	0.00	-59.24	0.00	0.00	873.06	873.06
PW - STORMWATER	Regular Diesel #2	579.53	3.371	0.00	1955.97	0.00	0.00	-140.83	0.00	0.00	1815.14	
	Unleaded Plus	91.20	3.219	0.00	293.42	0.00	0.00	-16.69	0.00	0.00	276.73	
	Unleaded Regular	79.46	2.904	0.00	230.69	0.00	0.00	-14.54	0.00	0.00	216.15	
	PERIOD			0.00	2480.08	0.00	0.00	-172.06	0.00	0.00	2308.02	2308.02
	YTD			0.00	32640.59	7.00	0.00	-2389.01	0.00	0.00	30258.58	30258.58

ULTIMATE PARENT ACCOUNT:
State of Missouri Coops

REPORT FOR:
City of Saint Charles (3)
0496-00-503027-5
AUG-01-2025 TO AUG-31-2025

Financial Summary

ACCOUNT NUMBER	FLEET NAME
0496-00-503027-5	City of Saint Charles (3)

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL $	SERVICE $	OTHER $	EXEMPTED TAX	DISCOUNT	TRANS FEE	NET $	TOTAL FEES & PURCHASES
PW - STREETS	Diesel #1	31.23	3.399	0.00	106.16	0.00	0.00	-7.59	0.00	0.00	98.57	
	Premium Diesel #2	29.42	3.399	0.00	100.00	0.00	0.00	-7.15	0.00	0.00	92.85	
	Regular Diesel #2	1708.30	3.365	0.00	5751.37	0.00	0.00	-415.10	0.00	0.00	5336.27	
	Unleaded Plus	15.94	3.199	0.00	50.99	0.00	0.00	-2.92	0.00	0.00	48.07	
	Unleaded Regular	967.90	2.929	0.00	2831.77	0.00	0.00	-177.13	0.00	0.00	2654.64	
	Unleaded Super	32.63	3.599	0.00	118.61	0.00	0.00	-5.96	0.00	0.00	112.65	
	PERIOD			0.00	8958.90	0.00	0.00	-615.85	0.00	0.00	8343.05	8343.05
	YTD			0.00	71635.47	0.00	0.00	-5218.71	0.00	0.00	66416.76	66416.76
PW - TRANSIT	Diesel #1	25.30	3.398	0.00	86.00	0.00	0.00	-6.15	0.00	0.00	79.85	
	Premium Diesel #2	38.45	3.749	0.00	144.13	0.00	0.00	-9.34	0.00	4.00	138.79	
	Regular Diesel #2	342.05	3.404	0.00	1165.25	0.00	0.00	-83.11	0.00	0.00	1082.14	
	Unleaded Regular	349.77	2.932	0.00	1026.88	0.00	0.00	-63.98	0.00	0.00	962.90	
	PERIOD			0.00	2422.26	0.00	0.00	-162.58	0.00	4.00	2263.68	2263.68
	YTD			0.00	15282.06	0.00	0.00	-1059.74	0.00	20.00	14242.32	14242.32
PW - WATER ADMIN	Unleaded Regular	151.06	2.956	0.00	446.81	0.00	0.00	-27.65	0.00	0.00	419.16	
	PERIOD			0.00	446.81	0.00	0.00	-27.65	0.00	0.00	419.16	419.16
	YTD			0.00	7367.07	0.00	0.00	-467.12	0.00	0.00	6899.95	6899.95
PW - WATER DIST	Premium Diesel #2	4.96	3.199	0.00	15.86	0.00	0.00	-1.20	0.00	0.00	14.66	
	Regular Diesel #2	684.24	3.355	0.00	2296.41	0.00	0.00	-166.30	0.00	0.00	2130.11	
	Unleaded Regular	897.06	2.915	0.00	2614.22	0.00	0.00	-164.18	0.00	0.00	2450.04	
	PERIOD			0.00	4926.49	0.00	0.00	-331.68	0.00	0.00	4594.81	4594.81
	YTD			0.00	33328.78	0.00	0.00	-2365.22	0.00	0.00	30963.56	30963.56
PW/BEAUTIFICATION	Unleaded Regular	269.57	2.922	0.00	787.92	0.00	0.00	-49.33	0.00	0.00	738.59	
	PERIOD			0.00	787.92	0.00	0.00	-49.33	0.00	0.00	738.59	738.59
	YTD			0.00	4744.09	0.00	0.00	-298.19	0.00	0.00	4445.90	4445.90
Unassigned	Rebate Adjustment	0.00	0.000	-2104.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	PERIOD			-2104.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2104.43
	YTD			-7523.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7523.15
ACCOUNT TOTALS	Diesel #1	56.53	3.398	0.00	192.16	0.00	0.00	-13.74	0.00	0.00	178.42	
	Premium Diesel #2	72.83	3.199	0.00	259.99	0.00	0.00	-17.69	0.00	4.00	246.30	
	Regular Diesel #2	6310.21	3.355	0.00	21346.10	0.00	0.00	-1533.38	0.00	0.00	19812.72	
	Unleaded Ethanol (10% blend)	35.52	2.864	0.00	101.35	0.00	0.00	-6.50	0.00	0.00	94.85	
	Unleaded Ethanol (15% Blend)	16.21	2.899	0.00	47.00	0.00	0.00	-2.97	0.00	0.00	44.03	
	Unleaded Plus	187.49	3.199	0.00	621.62	0.00	0.00	-34.31	0.00	0.00	587.31	
	Unleaded Regular	13928.35	2.922	0.00	40791.75	0.00	0.00	-2548.64	0.00	0.00	38243.11	
	Unleaded Super	148.69	3.599	0.00	545.37	0.00	0.00	-27.22	0.00	0.00	518.15	
	Rebate Adjustment	0.00	0.000	-2104.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Truck Stop Transaction Fee	1.00	4.000	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	PERIOD			-2100.43	63905.34	0.00	0.00	-4184.45	0.00	4.00	59724.89	57624.46
	YTD			-7523.15	504182.79	19.00	5.00	-34006.46	-2.53	30.00	470227.80	462704.65

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ULTIMATE PARENT ACCOUNT:
State of Missouri Coops

REPORT FOR:
City of Saint Charles (3)
0496-00-503027-5
AUG-01-2025 TO AUG-31-2025

Financial Summary

ACCOUNT NUMBER	FLEET NAME
0496-00-503027-5	City of Saint Charles (3)

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL $	SERVICE $	OTHER $	EXEMPTED TAX	DISCOUNT	TRANS FEE	NET $	TOTAL FEES & PURCHASES

ACCOUNTS RECEIVABLE SUMMARY - Invoice 107048764

PREVIOUS BALANCE	122550.64
PAYMENTS	-122550.64
PURCHASES	59720.89
DEBITS	4.00
CREDITS	0.00
PRIVATE SITE ANCILLARIES	0.00
AMOUNT DUE	57620.46

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ULTIMATE PARENT ACCOUNT:
State of Missouri Coops

REPORT FOR:
City of Saint Charles (3)
0496-00-503027-5
AUG-01-2025 TO AUG-31-2025

Site Summary

ACCOUNT NUMBER	FLEET NAME
0496-00-503027-5	City of Saint Charles (3)

BRAND	ADDRESS	NO. TRANS	FUEL UNITS	FUEL $	SERVICE $	OTHER $	EXEMPT TAX	MERCHANT FUND DISC $	TRANS FEE	NET $
BP PRODUCTS NA	3 The Game Dr, Glen Carbon, IL 62034	1	21.501	68.78	0.00	0.00	-3.93	0.00	0.00	64.8
	18571 Highway 32, Ste Genevieve, MO 63670	1	12.641	35.38	0.00	0.00	-2.31	0.00	0.00	33.0
CIRCLE K	2285 S Old Highway 1, Fenton, MO 63026	2	19.879	57.63	0.00	0.00	-3.64	0.00	0.00	53.9
	1060 Main St, Imperial, MO 63052	1	15.000	42.89	0.00	0.00	-2.75	0.00	0.00	40.1
	5253 Mattis Rd, Saint Louis, MO 63128	1	3.021	8.76	0.00	0.00	-0.55	0.00	0.00	8.2
	3700 Elm St, Saint Charles, MO 63301	143	2565.046	7876.50	0.00	0.00	-526.67	0.00	0.00	7349.8
	2702 Droste Rd, Saint Charles, MO 63301	28	527.119	1601.57	0.00	0.00	-99.58	0.00	0.00	1501.9
	1750 Ofallon Rd, Saint Charles, MO 63304-8620	1	13.005	39.00	0.00	0.00	-2.38	0.00	0.00	36.6
	2035 Highway K, Ofallon, MO 63366	1	14.282	42.83	0.00	0.00	-2.61	0.00	0.00	40.2
	8630 Highway N, O'Fallon, MO 63367	4	55.150	156.50	0.00	0.00	-10.09	0.00	0.00	146.4
	6105 Mexico Rd, St Peters, MO 63376	3	39.529	113.58	0.00	0.00	-7.23	0.00	0.00	106.3
	3010 Lakeside Park D, St Peters, MO 63376-3618	11	145.784	463.35	0.00	0.00	-30.23	0.00	0.00	433.1
	2200 Granville Dr, Wentzville, MO 63385-2706	12	140.332	456.08	0.00	0.00	-25.70	0.00	0.00	430.3
Casey's General St	2105 E Washington St, Mount Pleasant, IA 52641-3204	2	26.002	78.32	0.00	0.00	-4.76	0.00	0.00	73.56
	447 Booneslick Rd, New Florence, MO 63363	1	8.940	25.56	0.00	0.00	-1.64	0.00	0.00	23.92
	101 N Main St, Concordia, MO 64020-7359	1	19.616	55.69	0.00	0.00	-3.59	0.00	0.00	52.10
ExxonMobil	13553 Riverport Dr, Maryland Heights, MO 63043	1	29.420	100.00	0.00	0.00	-7.15	0.00	0.00	92.85
	1401 S 5th St, Saint Charles, MO 63301	13	224.616	687.68	0.00	0.00	-44.49	0.00	0.00	643.19
	2311 Upper Bottom Rd, Saint Charles, MO 63303-6217	3	36.590	107.05	0.00	0.00	-6.70	0.00	0.00	100.35
	6191 Mid Rivers Mall, Saint Peters, MO 63304-1105	1	11.401	32.60	0.00	0.00	-2.09	0.00	0.00	30.51
	11400 Veterans Memor, Lake Saint Louis, MO 63367-1026	1	22.445	83.02	0.00	0.00	-5.45	0.00	0.00	77.57
	4200 Mexico Rd, Saint Peters, MO 63376	2	41.205	140.06	0.00	0.00	-10.01	0.00	0.00	130.05
	203 Mid River Dr, Saint Peters, MO 63376	1	16.972	50.90	0.00	0.00	-3.11	0.00	0.00	47.79
	1744 Wentzville Pkwy, Wentzville, MO 63385	1	20.782	62.33	0.00	0.00	-3.80	0.00	0.00	58.53
	1235 Wentzville Pkwy, Wentzville, MO 63385	3	43.290	125.02	0.00	0.00	-7.92	0.00	0.00	117.10
KWIK TRIP	1717 E San Marnan Dr, Waterloo, IA 50702-4351	1	6.958	20.10	0.00	0.00	-1.27	0.00	0.00	18.83
LOVES	13945 Missouri Botto, Bridgeton, MO 63044-3818	2	38.446	144.13	0.00	0.00	-9.34	0.00	4.00	138.79
MAVERIK	3445 E Kearney St, Springfield, MO 65803	1	10.438	28.07	0.00	0.00	-1.91	0.00	0.00	26.16
Martin & Bayley	1020 Country Club Rd, Saint Charles, MO 63303	14	176.692	513.20	0.00	0.00	-32.34	0.00	0.00	480.86
	501 Civic Center Dr, Lake St Louis, MO 63367	3	32.039	94.73	0.00	0.00	-5.86	0.00	0.00	88.87
PHILLIPS 66	1395 Dunn Rd, Florissant, MO 63031	1	14.025	41.50	0.00	0.00	-2.57	0.00	0.00	38.93
	3000 Highway 94 Nort, Saint Charles, MO 63042	34	745.741	2496.07	0.00	0.00	-175.70	0.00	0.00	2320.37
	4540 Union Blvd, Saint Louis, MO 63115-1235	1	4.355	12.19	0.00	0.00	-0.80	0.00	0.00	11.39
	3799 Elm St, Saint Charles, MO 63301	93	1534.691	4876.24	0.00	0.00	-326.67	0.00	0.00	4549.57
	3601 Harry S Truman , Saint Charles, MO 63301	1	9.958	34.44	0.00	0.00	-2.42	0.00	0.00	32.02
	524 1st Capitol Dr, Saint Charles, MO 63301	11	158.147	499.33	0.00	0.00	-32.94	0.00	0.00	466.39
	2240 N 3rd St, Saint Charles, MO 63301	25	497.120	1570.71	0.00	0.00	-106.20	0.00	0.00	1464.51
	2675 W Clay St, Saint Charles, MO 63301	20	299.693	956.94	0.00	0.00	-63.38	0.00	0.00	893.56
	1990 S 1st Capitol D, Saint Charles, MO 63303-3772	6	114.689	372.87	0.00	0.00	-25.32	0.00	0.00	347.55
	603 N Sturgeon St, Montgomery City, MO 63361	1	16.599	48.12	0.00	0.00	-3.04	0.00	0.00	45.08
	914 Bryan Rd, O Fallon, MO 63366	1	20.953	62.00	0.00	0.00	-3.83	0.00	0.00	58.17
	102 McDonald Ln, O Fallon, MO 63366-3014	1	9.309	27.92	0.00	0.00	-1.70	0.00	0.00	26.22
	664 Jungermann Rd, Saint Peters, MO 63376	1	14.749	43.64	0.00	0.00	-2.70	0.00	0.00	40.94
	2 Merlin Dr, Troy, MO 63379-2042	1	18.425	50.65	0.00	0.00	-3.37	0.00	0.00	47.28
	571 S Lincoln Dr, Troy, MO 63379-2805	3	48.600	139.26	0.00	0.00	-8.90	0.00	0.00	130.36
	2301 S Old Highway 9, Saint Charles, MO 63380	10	166.617	503.30	0.00	0.00	-31.13	0.00	0.00	472.17
	1010 N State Hwy, Warrenton, MO 63383	1	19.533	56.63	0.00	0.00	-3.57	0.00	0.00	53.06
	715 N State Hwy, Warrenton, MO 63383	1	15.796	46.58	0.00	0.00	-2.89	0.00	0.00	43.69

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ULTIMATE PARENT ACCOUNT:
State of Missouri Coops

REPORT FOR:
City of Saint Charles (3)
0496-00-503027-5
AUG-01-2025 TO AUG-31-2025

Site Summary

ACCOUNT NUMBER	FLEET NAME
0496-00-503027-5	City of Saint Charles (3)

BRAND	ADDRESS	NO. TRANS	FUEL UNITS	FUEL $	SERVICE $	OTHER $	EXEMPT TAX	MERCHANT FUND DISC $	TRANS FEE	NET $
PHILLIPS 66	1009 S Highway 79, Winfield, MO 63389	1	7.646	22.17	0.00	0.00	-1.40	0.00	0.00	20.7
	11200 N Ambassador D, Kansas City, MO 64153	1	18.528	54.82	0.00	0.00	-3.39	0.00	0.00	51.4
	3259 County Road 211, Kingdom City, MO 65262-2108	1	11.778	32.97	0.00	0.00	-2.16	0.00	0.00	30.8
QUIKTRIP	13099 Tesson Ferry R, Saint Louis, MO 63128	2	45.852	134.27	0.00	0.00	-8.39	0.00	0.00	125.8
	2260 First Capitol D, Saint Charles, MO 63301	50	696.098	2113.59	0.00	0.00	-135.36	0.00	0.00	1978.2
	225 N Kingshighway S, Saint Charles, MO 63301	54	829.333	2421.14	0.00	0.00	-151.76	0.00	0.00	2269.3
	1500 Zumbehl Rd, Saint Charles, MO 63303	498	5811.046	17352.93	0.00	0.00	-1091.33	0.00	0.00	16261.6
	1640 S 5th St, Saint Charles, MO 63303	90	1517.680	4760.56	0.00	0.00	-319.67	0.00	0.00	4440.8
	3889 Mexico Rd, Saint Charles, MO 63303	53	754.781	2302.27	0.00	0.00	-147.55	0.00	0.00	2154.7
	4646 S Saint Peters , Saint Peters, MO 63304-5745	4	37.314	108.29	0.00	0.00	-6.83	0.00	0.00	101.4
	955 Bryan Rd, Ofallon, MO 63366	7	109.109	314.31	0.00	0.00	-19.96	0.00	0.00	294.3
	801 Belleau Creek Rd, Ofallon, MO 63366	2	24.234	70.01	0.00	0.00	-4.44	0.00	0.00	65.5
	8334 Highway N, Lake Saint Louis, MO 63367-4051	2	29.588	82.51	0.00	0.00	-5.41	0.00	0.00	77.1
	3000 Mid Rivers Mall, Saint Peters, MO 63376-2164	3	39.962	113.83	0.00	0.00	-7.32	0.00	0.00	106.5
	391 Main St, Saint Peters, MO 63376-3911	1	8.770	26.30	0.00	0.00	-1.60	0.00	0.00	24.7
	55 Wentzville Pkwy, Wentzville, MO 63385	2	18.122	51.84	0.00	0.00	-3.31	0.00	0.00	48.53
	1140 W Pearce Blvd, Wentzville, MO 63385	2	27.697	82.47	0.00	0.00	-5.06	0.00	0.00	77.41
	3211 Clark Ln, Columbia, MO 65202-2415	1	18.568	55.69	0.00	0.00	-3.40	0.00	0.00	52.29
SHELL	1102 Octane Dr, Murray, KY 42071	1	16.310	44.53	0.00	0.00	-2.98	0.00	0.00	41.55
	398 S Bolingbrook Dr, Bolingbrook, IL 60440-3410	1	16.640	57.22	0.00	0.00	-3.05	0.00	0.00	54.17
	645 W North Service, Wright City, MO 63390	1	20.940	58.61	0.00	0.00	-3.83	0.00	0.00	54.78
UNBRANDED	1 Holiday Rd, Pontiac, IL 61764	1	21.937	69.08	0.00	0.00	-4.01	0.00	0.00	65.07
	950 Assembly Pkwy, Fenton, MO 63026	1	10.323	30.96	0.00	0.00	-1.89	0.00	0.00	29.07
	2801 Highway 94 Nort, Saint Charles, MO 63301	7	127.551	371.78	0.00	0.00	-23.33	0.00	0.00	348.45
	3750 New Town Blvd, Saint Charles, MO 63301	105	2294.871	7456.39	0.00	0.00	-525.45	0.00	0.00	6930.94
	1020 S 5th St, Saint Charles, MO 63301-2419	10	150.427	445.97	0.00	0.00	-27.52	0.00	0.00	418.45
	1300 S Perryville Bl, Perryville, MO 63775-2863	1	20.093	56.24	0.00	0.00	-3.68	0.00	0.00	52.56
UNKNOWN	1609 W Columbia St, Farmington, MO 63640-3505	1	14.187	40.99	0.00	0.00	-2.60	0.00	0.00	38.39
	1250 Maple St, Farmington, MO 63640-7616	1	8.389	23.90	0.00	0.00	-1.54	0.00	0.00	22.36
	PERIOD TOTALS	**1376**	**20754.915**	**63905.34**	**0.00**	**0.00**	**-4184.45**	**0.00**	**4.00**	**59724.89**

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My Company Profile

Company Information

Company Name
WEX Inc.

Doing Business As (DBA) Name
WEX Inc.

Company ID
1398961

Enrollment Date
Apr 05, 2019

Employer Identification Number (EIN)
010526993

Unique Entity Identifier (UEI)

DUNS Number
018930649

Total Number of Employees
5,000 to 9,999

NAICS Code
522

Sector
Finance and Insurance

Subsector
Credit Intermediation and Related Activities

Edit Company Information

Employer Category

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Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

1 Hancock Street
Portland, ME 04101

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Use Web Services

Memorandum of Understanding

View Current MOU

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Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

MASTER AGREEMENT # 030625
CATEGORY: Fleet Payment Solutions with Related Services
SUPPLIER: WEX Bank

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Bank, 111 East Sego Lily Drive, Suite 250, Sandy, UT 84070 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any eligible Participating Entity that can legally access the Included Solutions offered under this Agreement. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 27, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #030625) to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

      a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

      b. Payment solutions for electric vehicle charging, station fees; and,

      c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

   2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above (of the original published RFP), Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations in the states in which the Included Solutions are sold.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell a sales activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may, at Suppliers discretion, include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to use commercially reasonable efforts to cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes limited to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** In the event of gross negligence or willful misconduct by Supplier, Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising directly from any grossly negligent act or omission by the Supplier, or willful misconduct by the Supplier in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

    Supplier's aggregate liability to Sourcewell and its Participating Entities pursuant to this Section 17 shall be limited to the sum of: (a) all fees paid by the relevant Participating Entity to Supplier under their participating agreement in the 12-month period prior to the date when the claim is made; plus (b) all other revenue earned by Supplier for all of the relevant Participating Entity's transactions made using the Supplier's charge cards in the 12 months prior to the date of any claim made. Additionally in no event will Supplier be liable for incidental, special, consequential, lost profits, lost business opportunities, or punitive damages.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties'

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relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage

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- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

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The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. The Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction, including but not limited to: relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement as agreed by the Supplier and the by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, liability, defense and indemnity, force majeure, and other material terms as mutually agreed. Additionally, Supplier may require Participating Entities to agree to the attached and Incorporated **WEX Account and Services Agreement and Participating Addendum**. Supplier acknowledges that some of the additional terms and conditions may need to be negotiated by a Participating Entity since the Participating Entity may not be legally permitted to agree to all terms. Any exceptions required by a Participating Entity shall

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be listed and mutually agreed to between Supplier and a Participating Entity under the State's Exception appendix of the **WEX Account and Services Agreement and Participating Addendum.**

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	WEX Bank
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jason Price EE6EEC720DFF478...
By: _____	By: _____
Jeremy Schwartz	Jason Price
Title: Chief Procurement Officer	Title: President and CEO WEX Bank
Date: 8/13/2025 | 12:39 PM CDT	Date: 8/12/2025

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RFP 030625 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name:	WEX Bank
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	111 East Sego Lily Drive Suite 250 Sandy, Utah 84070
Contact:	Brian Hough
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Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	WEX Bank	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	WEX Bank, a Utah industrial bank, is the contracting party and a wholly-owned subsidiary of WEX Inc. (NYSE: WEX), a Delaware corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WEX Bank Cage code: 3L5W9	*
5	Provide your NAICS code applicable to Solutions proposed.	522110	
6	Proposer Physical Address:	WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070	*
7	Proposer website address (or addresses):	www.wexinc.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Price, President and CEO, WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070 Email: bank.signatures@wexinc.com Phone: (888) 842-0075	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Janet Parker, Strategic Relationship Manager 1 Hancock St Portland, ME 04101 Email: janet.parker@wexinc.com Phone: (207) 749-6176	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris McVetty, Director, Public Sector 1 Hancock St Portland, ME 04101 Email: chris.mcvetty@wexinc.com Phone: (207) 253-9053	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	This response to RFP #030625: Fleet Payment Solutions with Related Services is presented by WEX Bank, a Utah Industrial Bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly-owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.	

WEX is Sourcewell's current fleet card program administrator. Sourcewell customers have the option to purchase Telematics and other ancillary products through the WEX contract.

ABOUT WEX

WEX is the global commerce platform that simplifies the business of running a business. We have created a powerful ecosystem that offers seamlessly embedded, personalized solutions for our customers around the world. Through our rich data and specialized expertise in simplifying benefits, reimagining mobility, and paying and getting paid, we aim to make it easy for companies to overcome complexity and reach their full potential. Since 1983, our business has grown from approximately $3 million in revenue and 50 employees to $2.63 billion in revenue and roughly 6,500 global employees in 2024, with 22 million fleet cards in circulation. Leveraging our unique capabilities, WEX offers solutions that organizations use to drive efficiencies and manage risk.

FLEET AND MOBILITY SOLUTIONS

For over 40 years, we have built our proprietary closed-loop network that provides the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective, data-driven operational management and cost reduction.

We believe our key source of differentiation in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network. This proprietary closed-loop network enables us to capture Level III data, deploy custom controls, and establish the economics between fleets and merchants. Our data and tools allow fleet owners and managers to control spend and limit fraud while optimizing their fleet operations.

WEX's program simplifies your mobility management and performance with superior card functionality, reporting, and customer service, including:

- Level III data capture on 99.8% of transactions made with the WEX Fleet Card for greater insight and fraud detection
- Nine levels of account hierarchy for flexible reporting and billing options
- Advanced card to Prompt ID number functions; ability to tie one card to one Prompt ID,
  etc.
- More flexible prompting options at point of sale
- Acceptance at 95% of U.S. retail fuel sites; expanded acceptance through virtual Mastercard technologies (WEXPay)
- Robust online reporting tools through WEXOnline; ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions
- The WEX Fleet Plus card, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel, vehicle-related purchases, all managed under a single account with one line of credit.
- WEX EV, providing en-route, at-home, and depot charging services. You can use your WEX account for all fueling and charging transactions, and receive one integrated invoice and set of reports.
- Cutting-edge EV analytics, fleet optimization, and emissions reporting as part of WEX's Sourcewell contract with Sawatch Labs.
- Holistic, streamlined, simplified mobility solution encompassing fuel, EV charging and optimization, vehicle repair, analytics, telematics, and more.

PUBLIC SECTOR EXPERTISE

In addition to serving as Sourcewell's fleet card provider since 2011, WEX provides mobility solutions for 36 states (seven of these states are current Sourcewell customers), and has governmental and tax-exempt customers in all 50 states. Our State customers represent more than 811,000 cards

WEX also provides mobility services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards.

In total, WEX services approximately 1.2 million tax-exempt cards.

We are an active member of the National Alliance of State and University Fleets

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(NASUF) and continually attend educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

TAX EXEMPTION, REPORTING, AND RECOVERY PROGRAM

Federal Gasoline and Diesel Excise Tax-Exempt Program:

WEX will invoice net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if you are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants:

WEX currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special

Tax-exempt reporting shows:

- Exempted Tax, at the transaction level.
- Reported Tax, at the transaction level.
- Summary of tax types by product for both exempted and reported transactions.

State Sales Tax and County Tax at Non-Participating Merchants:

For fueling transactions with those fuel marketers that do not participate in the WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as "Reported Tax." "Reported Tax" transactions list transactions and tax amounts that WEX does not exempt so the customer can file for exemption. Many customers use their WEXLink data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program. Reporting shows:

- Exempted tax, by transaction.
- Reported tax, by transaction.
- Summary of tax types by product for both exempted and reported transactions.

Tax Exemption for Non-Fuel Purchases:

For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants' discretion. Drivers must supply the merchant with proper documentation of the organization's tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

Qualification:

Any customer participating in this contract will be required to complete a certification process affirming its qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data:

Tax Exemption processing requires that the merchant provide electronically to WEX the following data points:

- Account Number
- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Exemptions may not apply to all transactions. For example, WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable

		to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if the fleet provides a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions. CORE VALUES / BUSINESS PHILOSOPHY For information pertaining to governance (e.g., WEX's Code of Business Conduct and Ethics) please visit: https://ir.wexinc.com/governance/governance-documents/default.aspx For information outlining WEX's commitment to Corporate Sustainability, and Diversity, Equity, and Inclusion, please visit https://www.wexinc.com/about/wex-sustainability-report/?_gl=1*12qggqp*_gcl_au*MzczNjc2MTE0LjE3MzYyODAzNzY.*_ga*NzE4NzcwNDI2LjE2Nzg0NjMwMDc.*_ga_K3HRZM070M*MTczNzA1ODQ2OS4yMTAuMS4xNzM3MDU4NTMyLjYwLjAuMA.. For your convenience, we have attached our most recent Sustainability Report, which highlights our work in Environmental Stewardship, Environmental Innovation, Social Impact, People & Culture (e.g., DEI, talent attraction, leadership development), and Governance.	
12	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel is a mutually beneficial relationship for Sourcewell, your members, and WEX. Currently, across all organizational levels of seven states and direct municipal accounts there are approximately 5,238 accounts using the WEX / Sourcewell contract. WEX will continue marketing our best-in-class fleet card program to Sourcewell's members. Remaining with WEX helps ensure that Sourcewell's members continue receiving our card program's comprehensive benefits, while avoiding potentially time-consuming and costly contract negotiation and implementation with a new provider.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	WEX's annual reports and proxy statements are publicly available via our investor page: https://ir.wexinc.com/financials/annual-reports-proxy-esg/default.aspx You may also view WEX's quarterly results here: https://ir.wexinc.com/financials/quarterly-results/default.aspx For your convenience, we have attached WEX's most recent annual report.	*
14	What is your US market share for the Solutions that you are proposing?	Although internal market share estimates are confidential, WEX's public sector expertise is unmatched in the marketplace, as we provide services for 36 states, have tax exempt customers in all 50 states, and provide fleet solutions as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies. In total, WEX services approximately 1.2 million tax exempt cards. Including our commercial and international accounts, we provide 19 million vehicles and 600,000 global fleet customers with exceptional service, payment security, and control	*
15	What is your Canadian market share for the Solutions that you are proposing?	The WEX card is currently accepted at 2,597 sites in Canada. This includes, but is not limited to, 1,457 Esso sites, 362 Circle K (Esso) sites, 213 Mobile sites, 131 Couche Tard (Esso) sites, 91 Canco Petroleum sites, 82 Shell Flying J sites, 72 Southwest Fuel sites, and 70 7-Eleven Canada sites. WEX has signed agreements with several additional Canadian merchants, which will add an additional 2,238 accepting locations from brands such as Parkland Fuel, Irving Oil, Pioneer Energy, and Wilsons Fuel.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A - WEX has not petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider. Our response details completely the services and products our organization provides. WEX provides most of the services for the requirements of this RFP. Our product and technology teams plan, develop, and roll out our industry-leading software solutions, and provide training and help with day-to-day issues. However, it makes smart business sense to partner with others for certain services. For example, our web hosting environments provide a level of security and environmental controls that would be cost-prohibitive to duplicate. Other areas are not part of our core business, which is why working with the best vendors in the industry is key to WEX's successful business model. WEX markets our services directly to fleets and to businesses. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program described throughout our response.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank regulated by the FDIC. WEX Inc. is SOC and PCI-DSS compliant.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The National Alliance of State and University Fleets (NASUF) recognized WEX with the Partner Excellence Award, which recognizes a corporate partner who has made an impact in the fleet community by demonstrating innovation in fleet management practices, collaborating with industry stakeholders to achieve mutual goals, promote best practices, and prove measurable outcomes or achievements through their efforts. Forbes recognized WEX as a Best Fleet Fuel Card Provider in 2024 Logistics and Transportation Review honored WEX in 2024 as a top 10 Fleet Management Solutions Provider and as a Fuel Cards and Fleet Management Company of the Year Newsweek selected WEX as a 2024 America's Greatest Workplaces with five out of five stars in the software and internet services category, while also recognizing WEX for its workplace efforts around: • Diversity, • Women, • Mental Wellbeing Named to U.S. News & World Report's 2024-2025 list of Best Companies to Work For, listing WEX among top companies in three categories: • Overall Companies • Professional Services Companies • Northeast Companies	*
21	What percentage of your sales are to the govemmental sector in the past three years?	This information is considered proprietary and confidential. However, of our approximately 22 million cards currently in the market, roughly 1.2 million are public sector / tax exempt. This consists of 36 state contracts, including the existing Sourcewell contract (seven states and direct municipal accounts totaling 5,238 organizations). WEX is also a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies.	*
22	What percentage of your sales are to the education sector in the past three years?	This information is considered proprietary and confidential.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	WEX currently provides services for 36 states, and has government / tax exempt customers in all 50 states. This business represents over 800,000 cards. WEX is currently Sourcewell's cooperative contract holder for fleet cards and administration. States currently on the Sourcewell contract include: - Arkansas - Iowa - Kansas - Massachusetts - Missouri - North Carolina - Rhode Island Additional state customers include: Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Kentucky, Louisiana, Maine, Michigan, Minnesota, Montana, New Hampshire, New Mexico, New York, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, Washington, West Virginia, Wisconsin, and Wyoming. Of these states, some are direct WEX customers while others are part of our cooperative NASPO contract. WEX cannot share sales volume figures.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX has provided services (fleet card, private site, and telematics) as a subcontractor to Citibank since 2008 - under the Federal Government's GSA SmartPay 2 (2008 - 2018) and current SmartPay 3 Charge Card Program. This work encompasses 13 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards. WEX cannot share sales volume figures.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of North Carolina, Division of Motor Fleet Management	Robert Riddle – Fleet Director	(919) 857-4027	*
State of Georgia, Department of Administrative Services	Jazzmin Randall - Director, Office of Fleet Management	(404) 463-5458	*
Commonwealth of Pennsylvania, Bureau of Vehicle Management	Randall Tomlinson – Assistant Director	(717) 787-3162	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	WEX directly employs all salesforce and account management assets working on the Sourcewell contract. WEX's card program offers acceptance in all 50 states, at more than 95% of retail fueling locations, all of which provide Level III data and best-in-class card controls for Sourcewell's membership organizations. Our ongoing, comprehensive strategy to public sector account management includes dedicated relationship and sales teams. Our holistic approach ensures that all eligible entities know they can take advantage of the overarching WEX/Sourcewell contract. We also create targeted marketing plans to support our public sector outreach, so eligible entities understand the program benefits and savings available to them. Communications are customized for each eligible public sector program, are disseminated via direct mail and email, and are structured around the specific contract provisions most relevant to each organization we target. We also provide a dedicated web page for those seeking additional information. Our marketing team uses mailing addresses provided by respective state agencies to identify eligible programs. Additionally, WEX's internal analytics team utilizes subscription-based databases to acquire contacts and conduct mailings. These tools enable us to maximize the effectiveness of the relationship, and ensure both parties benefit to the greatest extent possible. Our commitment to the Sourcewell relationship is evidenced by the contract's consistent performance, growing from 650 accounts and approximately $50 million in spend on over 14 million gallons in 2014 to 5,268 accounts and nearly $350 million in spend on over 105 million gallons in 2024. WEX has a fleet card sales force of a dozen representatives dispersed throughout the continental United States, all of whom are dedicated to selling our fleet card program and are full-time WEX employees. PUBLIC SECTOR RELATIONSHIP MANAGERS WEX has three Public Sector Relationship Managers - including Sourcewell's current relationship manager, Janet Parker - who focus on servicing and expanding the use of our largest public sector customers. Janet also ensures Sourcewell and your members maximize the value of our program by understanding organizational goals, providing on-point solutions and best practices for optimal savings, regular reviews of key performance indicators, sharing best practices, introducing new products, and tracking against established policies, goals and objectives. Janet also assists with problem resolution and escalation when necessary. Janet is located in Michigan, and will continue managing the account for the life of the contract. PUBLIC SECTOR ACCOUNT EXECUTIVES WEX directly employs two dedicated Public Sector Account Executives, located at our corporate headquarters in Portland, Maine, who pursue piggybacking opportunities with organizations eligible for the Sourcewell contract.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A	*

28	Service force.	Janet Parker, your current Relationship Manager, will continue meeting with interested strategic members to review the card program, and communicate meaningful best-practices to Sourcewell members. CUSTOMER SERVICE DEPARTMENT WEX's customer-centered service philosophy places skilled, expert personnel at all levels of our organization to meet your needs. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their card programs. The WEX Customer Service Department is available 24x7x365 to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization, while managers can check balances, credit limits, or make a payment. WEX employs a state-of-the-art call handling system featuring skill-based call routing, which ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all new CSRs, and provide continuous refresher training to experienced staff. For escalated issues, our Customer Service Representatives leverage on-call Subject Matter Experts (SMEs) as needed. PREMIUM FLEET SERVICES We understand that not all customer service needs are met by a standard call center approach. We have developed service teams within our Client Services division that have the flexibility and skills to deliver non-standard service and meet the unique needs of our large fleet customers. Premium Fleet Services (PFS) account managers are the primary day-to-day contact for Sourcewell's larger fleet customers. The PFS Account Manager ensures smooth program operation, and prompt problem resolution so you experience minimal disruption. The PFS Account Manager also helps create custom reporting that may not be easily accessible to fleet managers, ensuring that essential data is available for effective oversight. Your PFS Account Manager is available toll-free between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. For escalated or immediate issues, PFS Account Managers are available via mobile device. Phone calls are returned within two business hours, and emails within 24 business hours. FRAUD SPECIALISTS WEX's experienced fraud professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs - prevention, detection, and management. The Fraud Team has an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. STRATEGIC PORTFOLIO ANALYST (SPA) For eligible customers, WEX's proactive, service-oriented approach helps reduce payment delinquency. Our SPA team works with large customers to ensure accurate, on-time billing and payment. You are assigned a specific receivables specialist who serves as your primary point of contact, and works closely with the account manager. Your SPA specialist also ensures that your billing structure and payment methods work well for your business, and helps you get the most value from your card program. SPA specialists monitor payments on a daily basis and contact customers that have either not sent payment, or remitted a payment amount that does not match the amount due. Past due balances are resolved quickly, lessening the need for costly and time-consuming historical reconciliation and analysis.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The products WEX provides are largely not applicable to a traditional ordering process. Sourcewell customers apply for credit and are adjudicated by WEX Bank on their own merit. Assuming application approval and a successful implementation, fleet managers and other authorized personnel may order cards anytime 24/7 via WEXOnline, our online fleet administration portal, or by calling our Customer Service Department. * For card ordering, WEX processes requests for new, lost, damaged, or stolen cards within one business day. WEX Cards can be delivered using the carrier specified by the customer (e.g., the U.S. Postal Service for free standard shipping, or FedEx for expedited orders). Standard orders typically arrive in five - seven business days. For expedited shipping, you may use your own shipping account, or be charged a fee.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	WEX's customer-centered service philosophy places skilled, expert personnel at all levels of our organization to meet your needs. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their card programs. The WEX Customer Service Department is available 24x7x365 to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization, while managers can check balances, credit limits, or make a payment. Additionally, WEX Customer Service has limited bilingual Spanish/English and French/English staff. When a bilingual agent is not available, translation services are utilized which provide services in 100+ languages. SKILL-BASED CALL ROUTING SYSTEM WEX employs a state-of-the-art call handling system featuring skill-based call routing, which ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all new CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program are CSRs allowed to field customer calls, ensuring their ability to provide best-in-class service. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance. CUSTOMER SATISFACTION Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for customer interaction. We set our standards for customer service by benchmarking against other card-based call centers, and then strive to exceed those standards with each call. Measured metrics (with most recent data) include: - Quality Assurance (97.18%) - Average speed to answer (1 minute 18 seconds) - Time to abandon (6 minutes 07 seconds) - Abandonment rate (5.00%) - Talk time (5 minutes 08 seconds) - After-call work (15 minutes) - Handle time (5 minutes 33 seconds) - Email response time (77.3 hours) WEX surveys our customers to gain insight into your experience, and receive consistently high marks. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real-time "voice of the customer" information that enhances our training programs and informs our product development activities. CUSTOMER SERVICE MANAGEMENT At WEX, our management and staff are tasked with improving our service offering's effectiveness. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer service representatives (CSRs) invigorated and available to handle the next call requires support from an extended team of specialists to help with complex issues and ensure optimal staffing during peak call hours. * - Customer Service Managers lead the contact center, and maintain all KPIs and quality standards. Each team consists of 15 - 25 CSRs who receive daily performance reports, regular one-to-one meetings, monthly team meetings, and need-based coaching. The management team also reports and resolves technical and escalated issues, contributes insights to partners, and drives technical and process enhancements.

		- The Workforce Management Team oversees daily que management and service levels attainment. The team also provides daily, monthly, and ad hoc reporting for the call center. They produce resource forecasts and manage associate scheduling to optimize the customer experience. - The Learning and Development Team provides initial and ongoing training for all CSRs through a blend of intense learning modules which harness adult-learning best-practices and incorporate facilitation, practical application, assessment, and remediation. - Quality Assurance Associates review and score a cross section of each CSR's monthly customer interactions to ensure account security, procedural compliance, and customer experience. Each CSR and their Team Leader receives monthly scorecards, and real-time alerts to identify and remediate coaching opportunities. - Customer Service Mentors are the contact center's service experts, and support service representatives with calls that require additional research or specialized knowledge. Mentors also schedule coaching sessions as assigned by leadership. The goal is to resolve issues in one call, provide an immediate response, and ensure knowledge transfer to continually improve accuracy and customer experience. PREMIUM FLEET EMERGENCY RESPONSE WEX recognizes the critical importance of maintaining available fuel supplies for essential and public sector vehicles during natural disasters, threats to national security, and military mobilization, and is prepared to support the needs of Sourcewell's qualifying Premium Fleet Service customers in such instances. We are proud to be an integral part in our customers' ability to maintain continuous operations during their most crucial times of need. Some of the emergency services we provide upon request include: - Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur. - Online emergency card profile set-up, so fleets can easily remove or change card control limits to support emergency operations. - Regular updates outlining which networks and fuel stations are open and active in disaster areas.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	WEX will continue providing marketing, products, and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX is happy to provide existing products and services to participating entities in Canada, though the Canadian market is not a target of investment for WEX at this time.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to public sector fleets of all sizes. Since partnering with Sourcewell in 2011, WEX has grown the contract to benefit more than 5,200 participating entities, including seven states. WEX's public sector expertise is unmatched in the industry, providing services for 36 states, and supplying fleet card services as a subcontractor to Citibank under the SmartPay 2 (2008 - 2018) and current SmartPay 3 contracts. In total, we service approximately 1.2 million tax-exempt cards. We are an active member of the National Alliance of State and	

University Fleets (NASUF), continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

We reiterate this experience because WEX actively manages marketing efforts to inform eligible entities that Sourcewell has a fleet card program, and work to onboard these groups through education of program benefits.

Our custom outreach program ensures that eligible public sector organizations know about the Sourcewell / WEX program, understand the benefits of enrolling, and can easily sign up for the program. Our annual efforts include, but are not limited to, direct mail, email campaigns, newsletters, trade show participation, press releases, web-based marketing, online landing pages, and sales visits - all with an eye toward maximising overall program volume.

INTERNAL MARKETING CAPABILITIES

WEX invests millions of dollars each year in our comprehensive marketing and sales programs on behalf of our own WEX Universal, partner-based proprietary, and public sector card programs. We market to state, local, and other eligible public sector organizations in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers oversee our public relations campaigns, tradeshows, email, web, direct mail, and advertising programs. We also have a full-time, in-house design team who support the development of collateral, direct mail, traditional print, and web design. We are able to create turn-key programs for partners of all sizes.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011, to 3,350 customers purchasing over $175,000,000 on over 63 million gallons in 2018, to 5,268 accounts, and nearly $350 million in purchases on over 105 million gallons in 2024. WEX will continue our active marketing program, further growing the portfolio throughout the contract by leveraging local and municipal-level relationships.

APPROACH

We utilize a disciplined, data-driven approach and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield, and overall ROI. We use Salesforce and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a willingness to try new concepts and approaches using "champion-challenger" methodology to learn and compare results of proven campaign approaches with those of new test or concept campaigns.

Our in-house web marketing team develops a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing page to inform existing and prospective state organizations about the Sourcewell Fleet Card program (e.g., https://www.wexinc.com/oklahoma; https://www.wexinc.com/texas). We use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program is supported by geographically targeted Search Engine Marketing (SEM) to drive applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX successfully manages digital, web-based marketing campaigns on behalf of our partners, and our in-house web marketing team are experts at leveraging this channel for fleet acquisition and communication.

Our sales team attends multiple national, regional, and local trade shows each year, allowing us to reach key decision makers and establish key industry contacts. We will continue leveraging Sourcewell at public sector trade shows and conferences in our continuous effort to expand awareness of the Sourcewell program, and convert prospects into participants. Our in-house marketing team manages and coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings.

Finally, all WEX sales associates utilize Salesforce Customer Relationship Management (CRM) for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast, and their long-term pipeline. We also use Salesforce to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. We would use Salesforce to track and manage Sourcewell's sales and marketing program.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	WEX has a world class in-house Marketing Agency with award-winning digital marketers specializing in fuel card lead generation and quality customer growth. We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our insights and analytics teams to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. We are engaged actively in all modern marketing channels including social media (LinkedIn, Meta, Instagram, and X). Through sophisticated social listening capabilities, we receive valuable feedback and sentiment from customers and of course, use these platforms to deliver value to our customers. WEX also excels in the realm of precision targeting for fleet marketing due to our deep understanding of the fleet sector and strategic internal collaborations. By integrating risk grade data, behavioral insights, and transaction data with cutting-edge AI targeting, we have the prowess to attract customers who are not only highly likely to engage with WEX at the right moment but also contribute significantly to our profitability by fueling the most gallons. We meticulously craft tailored audiences, guiding them through the buyer's journey, fueled by their behaviors and interactions with our brand.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Historically, WEX has overseen promotional and marketing activities for the Sourcewell contract. In addition to the marketing plans described above, we attend Sourcewell's annual H2O Conference to assist with networking, and include Sourcewell branding at WEX's other public sector conference appearances. We look forward to working with Sourcewell in updating the WEX landing page, and are happy to discuss additional input into the promotional and marketing activities we perform on Sourcewell's behalf. WEX has served as your fleet card provider since 2011. As such, we are very familiar with Sourcewell agreements and have integrated them into our sales process.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products and services WEX provides are largely ordered and managed through WEX Online. To obtain a WEX Fleet Card, Sourcewell customers apply for credit and are adjudicated by WEX Bank on their own merit. Once approved the account goes into implementation and goes active in roughly 30-90 days (depending on complexity and any custom requirements). The Fleet Manager module of WEXOnline allows users to order, add, edit, suspend, reactivate, and terminate cards and drivers, add and manage card controls, and to view and download invoice details. They can also: - Assign a card to the driver, vehicle or location. - Transfer cards from one account to another. - Group cards into profiles to enforce your purchasing policies. - Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase). - Edit account information.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We provide initial training to Sourcewell's customers at agreed-upon sites, ongoing as-needed training, and re-training as required via in-person training, webinars, phone conferences, or a combination of those. WEX's Strategic Implementation Manager (SIM) will discuss specific training requirements during Discovery. Upon initial implementation, the SIM trains the fleet management team in performing various administrative functions associated with the platform (including, but not limited to, adding drivers, adding vehicles or assets, assigning card controls, creating and assigning custom roles, reporting). Online or in person system training typically takes 60 to 90 minutes, depending on questions. These can be done for multiple groups, and may include on-site training as-needed. We also provide detailed reference and summary guides as part of the implementation project plan. Other reference guides exist throughout our various systems. For example, WEXOnline contains PDF help guides that provide step-by-step instructions to navigate different modules. The following PDF help guides are available: - Homepage: View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units - Fleet Manager: Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses - Financials: Provides access to accounting fields and definitions, and allows you to assign financial profiles throughout your hierarchy - Reports: Guides the user through the various reporting tools to meet your analysis needs. - Resource Tools: Offers various, commonly-requested reporting tools to help locate sites where your fleet card can be used, to assist you in finding diesel and altemative fuel sites, and to direct you to locations with available charging stations and/or the lowest price per gallon - Administration: Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs. The SIM also works with the customer to create a WEXOnline Summary Guide that outlines how agency nuances and requirements are captured and reported through the system, as well as quick-step guides for the online system. Additionally, we work with the State to organize tailored online training per users' assigned roles. Recorded training sessions can be shared as an additional tool. Multiple trainings can be recorded based on the audience's role e.g., full access or read only. Further, we develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program. After implementation, on-going training meetings are available as-needed. For the individual card user: The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors to answer any questions. We also provide electronic driver reference guides if they have issues with transactions, and produced a video showing drivers how to use our cards, available via our website at: https://www.wexinc.com/insights/blog/inside-wex/how-do-company-gas-cards-work/.
42	Describe any technological advances that your proposed Solutions offer.	As a payment technology company, we take a keen interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, and new data sources to compliment our already-robust Level III reporting and analytics. WEX's new Fleet Plus Card, which enhances your ability to pay for non-fuel related vehicle purchases, and expanded mobile payment technology with our DriverDash app, are examples of this vision. WEX focuses on customer-driven technology enhancements, and actively solicits customer feedback when developing our roadmap. The Fleet Advisory Board - a targeted cross-section of our largest fleets - gives industry a voice with WEX senior leadership. We also actively engage with Sourcewell, and your customers, at numerous trade shows, and through our membership in public sector organizations such as the National Alliance of State and University Fleets (NASUF). WEX EV Whether your fleet relies on traditional fuel, electric vehicle charging, or a combination of both, WEX provides a seamless and future-ready solution. Manage all your transactions through a single, powerful platform, receiving one consolidated invoice and set of reports. WEX adapts to your evolving needs, simplifying the complexities of a mixed-energy fleet. with acceptance at over 146,000 public chargers nationwide. WEX EV En Route: Recharge drained EV batteries quickly during the workday Managing a mixed-fuel fleet can be complex with the wide variety of charge point operators

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(CPOs) that all require a different method of authentication. Juggling cards, apps, and invoices creates administrative headaches that expose your fleet to inefficiency, and a greater likelihood of costly errors.

WEX has taken our original fleet card capabilities and added EV charging authentication and payment functionality. By pairing new or existing payment cards with a single WEX RFID and/or WEX DriverDash app, drivers can unlock EV charging at a growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, Electrify America, and EVConnect. P

Worried about EV range? If drivers need to recharge their EV mid-day, DriverDash minimizes disruption by displaying convenient, available, in-network fast chargers. DriverDash is also the most secure, data-rich transaction platform currently available. DriverDash also enables fleets to capture valuable charging data, transaction receipts, odometer prompts, and even applies your custom purchase controls.

WEX EV At-Home: Access lower-cost, overnight charging at driver homes

Are you maximizing cost savings with your EV fleet? Without a dedicated at-home charging solution, you could be missing out on lower residential electricity rates, and struggling to accurately track and control charging expenses. WEX EV At-Home puts you in charge.

WEX EV At-Home is an end-to-end solution that allows you to request charging hardware and installation, and reimburse your drivers for their EV charging sessions, all utilizing your existing WEX fleet account and credit line. WEX's comprehensive and cost-saving solution allows you to:

- Order chargers and installation at your drivers' homes via WEXOnline
- Provide fast and accurate reimbursements to your drivers for home charging costs
- Approve charging sessions for reimbursement with manual, bulk, or automatic options
- Take advantage of lower off-peak residential electricity rates
- Receive one integrated invoice and set of reports for all fueling and EV charging purchases

WEX EV Depot: Convenient and controlled charging at your depots
Take control of your EV charging infrastructure with a private depot. Achieve greater security, track usage accurately, and ensure your fleet is always charged and ready. Don't be intimidated by the process – WEX simplifies depot setup, allowing you to focus on what matters most: your business.

WEX EV Depot product allows fleets to activate private charging sessions with their WEX RFID, track depot transactions as part of your complete charging picture and includes private sites on charging maps.

WEX EV with Sawatch Labs:Data-Driven Insights for Smarter EV Fleet Management

Sawatch Labs offers its cutting-edge fleet electrification analytics software as part of WEX's Sourcewell contract. This means that Sourcewell members can now access the tools they need to confidently transition their fleets to EVs without the hassle of a lengthy Request for Proposal (RFP) process.

Unlock the full potential of your customer's EV fleet with data-driven decisions about asset replacement and fleet optimization, leading to significant cost savings and improved efficiency.

- Strategic Charging Optimization: Avoid unnecessary infrastructure costs. Our analysis pinpoints the optimal number of on-site charging ports, ensuring you invest wisely and avoid the expense of even one extra port.

- Data-Driven Fleet Conversion: Make informed decisions about electrifying your fleet. Our comprehensive conversion analysis reveals the how, if, and when of transitioning to EVs, minimizing risk and maximizing ROI.
Smart Charging Strategies: Control your energy costs. We project charging times and implement managed charging technologies to mitigate peak demand charges and keep your utility bills in check.

- Optimized Vehicle Deployment: Minimize driver downtime and maximize productivity. Our analysis ensures your EVs are strategically positioned for optimal utilization, reducing wasted time and improving overall efficiency.

- Streamlined Reporting & Compliance: Free up your staff. Our automated reporting and analytics tools eliminate the need for manual data compilation, saving valuable staff hours and ensuring accurate compliance reporting.

Our reporting, analytics, and benchmarking tools are specifically designed for EV assets,

integrating seamlessly with Sourcewell customers' existing WEX mixed fleet programs.

For more on how Sawatch Labs and WEX simplify fleet electrification for Sourcewell's customers, please visit: https://sawatchlabs.com/industry-insights/how-sawatch-labs-and-wex-are-simplifying-fleet-electrification-for-public-agencies

DRIVER DASH

With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

Plus, if a driver needs a replacement card (due to loss, theft, damage, etc.) WEX can push a new digital card to DriverDash within one hour.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network, and anticipates an additional 12,000 accepting locations coming online in 2025.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting. Plus, WEX recently launched route planning functionality, allowing drivers to factor in variables like battery level, added weight, climate control usage, and more, when planning a trip.

WEXConnect

WEXConnect is a free mobile app that helps Sourcewell customers quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, specialty fueling stations (e.g., CNG, E85) and service locations. Real-time transaction information provides updated fuel pricing and current EV charging station availability.

APIs

WEX offers a comprehensive suite of API-driven solutions that empower businesses to optimize fleet management, reduce costs, and enhance security. Our APIs provide real-time transaction monitoring, fraud alerts, and granular card controls, enabling proactive fraud prevention and minimizing financial losses. We offer API-driven real-time alerts and notifications to our customers to immediately notify them of possible fraudulent events. We are also exploring mobile app payment integration to enhance security and convenience for drivers. Our APIs are designed to meet the diverse needs of our customers, from SMBs to large fleets, and can be customized to address specific use cases and risk tolerances. By partnering with WEX, you gain access to innovative solutions that enhance efficiency, strengthen security, and drive business growth.

- Fleet Administration Services currently available via API include Account, Card, Driver, Site, and Vehicle management integrations.

- Digital Instant Issuance functionality provides a replacement card (due to loss, theft, or damage) within one hour.

- Fraud Mitigation functionality allows your customers to receive real-time email alerts and advanced decision making (e.g., flag a transaction as "valid" or "fraudulent").

We have additional API functionality in these areas, including mobile fleet payments, expanded fleet management functionality, and additional real-time fraud controls, on our 2025 roadmap. If there are specific integration capabilities of interest to Sourcewell or your customers, we are happy to discuss.

WEX FLEET PLUS CARD

Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network.

Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single

		account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace. WEX PAYABLES The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network. WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	WEX committed to the energy transition launching WEX Venture Capital (https://vc.wexinc.com/), with WEX's Board authorizing WEX to commit up to $100 million through the end of 2025 in predominantly early and growth-stage companies focused on the energy transition, including fleet electrification, the electric vehicle charging ecosystem, energy management and optimization, and adjacent technologies. Recent investments include: - ev.energy, a leading electric vehicle managed charging software platform and certified B Corp (https://www.ev.energy/blog/series-b), - Chargetrip, an EV routing platform and certified B Corp, (https://www.chargetrip.com/newsroom/we-closed-our-series-a), - AmpUp, an EV Charging Platform based in California (https://www.prnewswire.com/news-releases/ev-charging-platform-ampup-closes-15m-series-a-funding-302258798.html) - Gravity Climate, a leading enterprise carbon accounting and energy management platform based in New York (https://www.pmewswire.com/news-releases/gravity-announces-13m-in-series-a-funding-to-automate-reporting-and-accelerate-energy-optimization-302355444.html). In addition to the WEX Venture Capital initiatives described above, please see our attached WEX-2023-Sustainability-Report, which highlights WEX's work on Environmental Innovation and Fleet Electrification (pp. 10-13) and Environmental Stewardship (pp. 14-17).	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is the current fleet card and administrative platform provider for Sourcewell's customers, and we look forward to building upon our 14 year relationship. We offer unmatched understanding of your organization, and the needs of your customers. Your Relationship Manager, Janet Parker, will continue providing strategic support, and remaining with WEX allows Sourcewell, and your members, to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: - Enhanced Data and Controls: We provide fleet operators with enhanced data and controls through our proprietary closed-loop fueling network, capturing Level III data, deploying custom controls, and establishing the economics between fleets and merchants. This helps in controlling spend, limiting fraud, and optimizing fleet operations. - EV Solutions: We are industry leaders in the ICE-to-EV conversion space, strengthening our EV solutions through in-house development and strategic acquisitions like Sawatch Labs, which offers best-in-class EV analytics, fleet optimization software, and emissions reporting to Sourcewell members as part of the WEX contract.. - Integrated Mobility Management: Our program integrates EV and ICE services into one fuel-agnostic program, providing superior acceptance, card functionality, and reporting. This includes acceptance at over 146,000 U.S. charging locations and 95% of U.S. retail fuel sites, Level III data capture on 99.8% of transactions, and robust reporting tools. - Proprietary Closed-Loop Fuel Network: Our network covers approximately 95% of retail fuel sites across the U.S., providing broad acceptance and a significant barrier to entry for competitors. This network allows us to offer higher levels of fleet-specific information and control than open-loop networks. - Level III Data Capture: We provide additional visibility into fleet-specific information, with detailed transaction data on 99.8% of transactions, aiding in fraud monitoring and reduction efforts. - Differentiated Products and Services: We offer security and purchase controls, customized analysis, and reporting on fleet efficiency and purchasing behavior, available through traditional reporting services and sophisticated web-based tools. - Experienced Management Team: Our management team has substantial industry knowledge and a proven track record of financial success, driving customer success through strong growth and consistent operating performance. - Relationship Building: Our customers cite their interactions with our team members, from Customer Service and Relationship Managers to other account support specialists, as a differentiating factor between WEX and our competitors.
46	Explain and demonstrate the capabilities of tools offered for fleet data analytics, integrated telematics, datafile transfer and validation, private site fueling solutions, fleet technology interfaces, and any other value added offerings.	DATA ANALYTICS - CLEARVIEW Clearview – our cloud-based data analytics platform – organizes and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative dashboards, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities. The Exceptions Dashboard quickly identifies and analyzes transactions, purchasing, and driver behavior that fall outside the norm. This module includes a Summary Dashboard and nine exceptions related to monetary savings on fuel purchasing and suspicious purchasing behaviors. The exceptions highlight the biggest opportunities for savings and the most egregious behaviors, allowing managers to focus on the most impactful areas. For large fleets, this is especially helpful. The Volume & Spend Summary Dashboard tracks activity and expense on the WEX Card program. Fuel and non-fuel spend can be viewed in aggregate for the entire organization or easily dissected based on filter and grouping options. The Outlier Scatterplot visibly identifies anomalies in the card program. For example, WEX's customers have experienced great success identifying driver theft, making this view one of the most highly-used visualizations within WEX Analytics. Filter and Group by Capabilities: WEX Analytics offers robust smart search filters and grouping options that allow users to easily distill information and quickly get the answers they need. These filters offer multi-selection capability within a single filter's drop-down list. For example, in the product-grade filter, select both mid-grade and premium to get a complete view of your "non-regular" fuel spend. Product Code Cleansing Algorithm: WEX's data scientists solved a long-standing, industry-wide issue by developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants.

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DATA ANALYTICS AND REPORTING - WEXONLINE

WEXOnline's reporting suite reduces the administrative time involved with managing expenses. We require all WEX-accepting merchants to capture detailed Level III transaction data, which supports our nine levels of hierarchy and provides the foundation for our superior reporting tools. WEX stores 24 rolling months of reference data, and provides older data upon service request. For qualifying Sourcewell customers, our Premium Fleet Services Account Managers have advanced query tools to assist with reporting needs not covered in our standard reporting suite.

The major report types we offer are:

Standard Reports: downloadable purchasing activity and financial summary reports such as Purchase Activity, Site Summary, Financial Summary, and Tax Summary reports.

Ad Hoc Reports: "snapshot in time" data of user-defined criteria, allowing managers to analyze transaction level detail, summaries, and purchase exceptions to identify inefficiencies. All reports contain standard Level III data and any unique appended accounting codes.

Custom Reports: gain deeper insight into authorizations, transactions, cards, drivers, and vehicles. Managers can incorporate standard data, as well as defined organizational accounting code information. The intuitive wizard-based process facilitates the creation of real-time or scheduled reports. Managers select the hierarchy level, and the report automatically includes all sub-levels while displaying the relationship to all upper level accounts (based on access level).

WEXOnline features the following reporting categories:

Management Reports: provide managers and administrators with a view into the entire portfolio, illuminating trends and areas for possible savings. Example reports include:

- Major Fleet Activity Report: Provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG; helps fleets identify potential savings/merchants with lower PPG.

- Account Review: A rolling 13-month review of data consisting of: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel, maintenance); allows fleets to identify savings opportunity (such as excessive premium fuel use).

- Opportunity Report: Outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at zip code level vs. WEX's entire portfolio; provides insight into where drivers are fueling, and ways to save by fueling at lower cost stations near their routes.

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Benchmarking Reports: help fleets understand how their purchasing behavior compares to others and provides insight into the types of merchants being used. For example, our minority and woman-owned business report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites; the WEXIndex provides the price per gallon of certain fuel types in a given month, and is useful to understand industry pricing trends.

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Profile Reports: provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Example reports include:

- Account Report: Itemizes accounts within a fleet's hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts; helps fleet managers ensure their accounts are set up as desired.

- Card, Vehicle, or Driver profiles: Provides a broad view of cards, vehicles, or drivers across multiple or single accounts, allowing fleets to monitor and review data based on a comprehensive view of a few specific card details.

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Exception Reports: are an excellent way to save time while ensuring those in the field follow fleet policies. Exception Reports, when paired with card controls, help fleets effectively

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manage their program by identifying potential fraud or abuse. Example reports include:

- Ad hoc exceptions: A simple, on-demand, ad hoc exception reporting tool providing insight into posted transaction details for a variety of exceptions, including: high octane fuel, weekend purchases, and number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.

- Flexible exceptions: A comprehensive set of exception parameters for posted transactions; any transactions that meet the set threshold are captured for review. Additionally, optional once-daily email notifications inform you that an exception occurred; effective in identifying possible fraud or abuse.

- Real-Time Alerts: Enables near real-time email alerts when a transaction falls outside of set parameters; also available for review in an online report; very effective in identifying possible fraud or abuse as a transaction occurs.

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Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help fleets drill down to the data they need. Example reports include:

- Ad hoc transaction details: A simple, on-demand, ad hoc reporting tool that provides up to 24 months of posted transaction details for a specified time frame; especially useful in viewing transactions associated with a particular billing cycle, or for quick investigations. It has both filtering and sorting capabilities. *

- Ad hoc transaction summary: A simple, on-demand, ad hoc reporting tool that summarizes up to 24 months of posted transaction details for a specified time frame; especially useful in summarizing information by account, card, or brand, with a granular capacity to examine transaction details for more specific information

- Transaction management: A comprehensive, highly customizable, transaction-level report that allows fleets to analyze usage at certain merchants or within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields individual fleets care about.

- Authorization activity: A direct view of authorization activity, posted in real-time in our system, helps inform decisions and perform analysis to help manage/enforce driver purchasing policies; also an excellent driver assistance tool for those who may have encountered a "decline," but are unsure why.

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Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Example reports include:

- Purchase activity report: Our standard billing cycle report accompanying each invoice, with a roll-up by card or department, is available online as a PDF.

- Financial summary report: Financial roll-up of spend by account, fuel, and non-fuel.

- Site summary report: Roll-up of purchase behavior by brand, with totals.

- Tax Exempt Summary (tax-exempt fleets only): Roll-up of exempted and reported transactions by jurisdiction and fuel type.

- View details: Our standard transaction detail report, available online and with each invoice; downloadable into Excel or CSV as needed, providing easy transaction reconciliation with their invoice, and the ability to download for additional filtering or archiving.

- WEXLink is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file, includes extensive detail for both fueling and service transactions, enables fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. This file can be merged with your existing information management system, making it easy to track costs.

INTEGRATED TELEMATICS

WEX provides a telematics solution that integrates seamlessly with the WEX Card program to provide insight into the where, when, and how of vehicle use, and puts all vital fleet data in one location. Our solution encourages safe driver behavior, optimizes routes, reduces fuel spend, lowers operational costs, complies with federal mandates, and can help mitigate fraud by confirming that fuel dispensed actually goes into the appropriate vehicle.

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At a high level WEX Telematics service collects all vehicle diagnostic and vehicle location data. We use this data to derive all kinds of insights by applying the latest analytics techniques, and provide specific hardware and software packages designed to meet specific fleet requirements, so managers can quantify, analyze, and understand data points such as:

- Idle time and location
- Speeding
- Mileage per day or week
- Total fuel consumption
- Seatbelt use
- Aggressive driving
- Customer stops
- Miles driven vs. customer time
- Accident reporting

WEX telematics also helps manage compliance, ensures timely vehicle inspections, and reduces paperwork with electronic logs. Additionally, when you combine these Services with our in-cab camera options, you can identify risky driver behaviors, capture video of critical events and easily recreate accidents to share with insurance or police.

In addition to our in-house solution, we integrate directly with most US-based telematics service providers, including Geotab & GPS Insights, to ensure integrated fuel data that enhances our customers' telematics experience.

DATA FILE TRANSFER

WEXLink is an electronic file that provides youR customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.

PRIVATE SITE

Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card.

Your customers receive in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated, comprehensive vehicle-level reporting.

Once installed, card readers are required to retain reportable information so your customers don't have to.

Just like a retail transaction, the driver initiates data capture by entering their Prompt ID and odometer. The card reader provides the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into a fleet's usage reporting.

FLEET TECHNOLOGY INTEGRATIONS

WEX offers a comprehensive suite of API-driven solutions that empower businesses to optimize fleet management, reduce costs, and enhance security. Our APIs provide real-time transaction monitoring, fraud alerts, and granular card controls, enabling proactive fraud prevention and minimizing financial losses. We offer API-driven real-time alerts and notifications to our customers to immediately notify them of possible fraudulent events. We are also exploring mobile app payment integration to enhance security and convenience for drivers. Our APIs are designed to meet the diverse needs of our customers, from SMBs to large fleets, and can be customized to address specific use cases and risk tolerances. By partnering with WEX, you gain access to innovative solutions that enhance efficiency, strengthen security, and drive business growth.

- Fleet Administration Services currently available via API include Account, Card, Driver, Site, and Vehicle management integrations. .

- Digital Instant Issuance functionality provides a replacement card (due to loss, theft, or damage) within one hour.

- Fraud Mitigation functionality allows your customers to receive real-time email alerts and advanced decision making (e.g., flag a transaction as "valid" or "fraudulent").

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		We have additional API functionality in these areas, including mobile fleet payments, expanded fleet management functionality, and additional real-time fraud controls, on our 2025 roadmap. If there are specific integration capabilities of interest to Sourcewell or your customers, we are happy to discuss.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	WEX is a publicly traded corporation (NYSE: WEX). Nevertheless, at WEX we strive to achieve a fully inclusive workplace that unifies and celebrates the diversity of our people. To fully realize our potential as a company, we must embrace our differences in culture, identity, and background. Committed to celebrating our differences and encouraging our people to be their most authentic selves, we acknowledge that building a sustainable company requires an intentional and continual focus on diversity and inclusion in everything we do. Employee Resource Groups (ERGs) are part of WEX's commitment to diversity and inclusion and part of our company's long term strategy for creating an inclusive community. Because of the size and dispersed nature of WEX, we strive to balance corporate-led diversity direction with "grassroots" employee-led initiatives such as ERGs. WEX's ERGs are not WEX associations; rather they are independent, employee-driven groups sponsored by WEX. The ERGs serve as touch points for communities across WEX with shared interests, cultures, identities, and backgrounds. Part of WEX's commitment to diversity and inclusion centers around the development of innovative hiring strategies that work to support and increase access to underrepresented candidates. WEX also has a fully approved and communicated Vendor Inclusion & Diversity Policy, and is committed to building a global vendor inclusion program that makes diversity and equality an integral part of how we purchase - creating mutually beneficial relationships with businesses owned by people from historically underrepresented communities. Please see our attached WEX-2023-Sustainability-Report, pp. 18-28, which highlights our efforts in this area.
48		Minority Business Enterprise (MBE)	○ Yes ◉ No	Please see question 47, above.
49		Women Business Enterprise (WBE)	○ Yes ◉ No	Please see question 47, above.
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Please see question 47, above.
51		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Please see question 47, above.
52		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Please see question 47, above.
53		Small Business Enterprise (SBE)	○ Yes ◉ No	Please see question 47, above.
54		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Please see question 47, above.
55		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Please see question 47, above.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	WEX will continue to offer Sourcewell members Net-26 day payment terms and will comply with any act or law governing payments timing upon review of such act or law. WEX offers the following payment options: Paper Check: You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment: You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH: WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT: The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment: If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply).	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see attached Standard Transaction Documents zip folder.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, we do not accept the P-card procurement and payment process.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX Offers rebates to Sourcewell members for retail purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail prices for fuel, service, and in-store purchases at participating gas stations and service locations.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	WEX offers a flat percentage off retail purchases as well as early payment options. Please see the attached pricing documentation for the fleet card and ancillary products.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*

64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing document for the fleet card and ancillary products.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing document for the fleet card and ancillary products.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	WEX utilizes a number of different tools and processes to perform internal audits on its accounts. WEX implements additional layers of oversight and audit activities for operational processes to ensure alignment between contract documents and system configurations. Additionally, various compliance reviews and audits are performed each year as required by regulations, this includes but is not limited to WEX Banks bank compliance reviews. WEX manages a control environment that is consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, HITRUST and NIST. WEXs information security program prioritizes ensuring the confidentiality, integrity, and availability of WEXs information assets. A critical component to meeting these objectives is managing controls to safeguard WEXs information assets against any unauthorized use, access, or disclosure. Additionally, WEXs information security program provides robust access controls, security monitoring controls, regular penetration testing and vulnerability scanning, strong physical and environmental controls, and security awareness training. Furthermore, WEX information security program helps manage the risks related to the use of any external service providers or related third parties while ensuring that WEX maintains business resiliency in the event of a disaster scenario or security incident. WEXs security policies and procedures are reviewed and updated annually. WEX obtains SSAE18 SOC 1 and PCI-DSS certification for our Millennium platform, and are subject to regular reviews via Internal Audit, External Audit, FDIC Examiners, and various third parties. Recently, Revenue Management has begun implementing an additional layer of oversight and audit activities for operational processes—specifically related to non standard/negotiated fee schedules and terms—to ensure alignment between contracting documents and system configurations.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Examples of tracked internal metrics include year-over-year gallon, non-fuel, and total spend. We track these metrics across the entire portfolio.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	WEX issues a quarterly revenue share, in accordance with the Revenue Share Table below, based on all Sourcewell members' monthly retail transactions and the tier established in the table below: $0 - $50,000,000 quarterly spend: 10 basis points (0.10%) $50,000,001 - $75,000,000 quarterly spend: 12 basis points (0.12%) $75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing documents for additional information	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Each contract we hold is individually priced, based on a number of variables including: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer govemment procurement organizations and state purchasing departments.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
72	Provide a detailed description of all the solutions offered, including used Solutions if applicable, offered in the proposal.	THE WEX CARD PROGRAM As described throughout our response, the WEX Card Program offers best-in-class fleet card functionality, reporting, customer service, and ancillary services (e.g., a comprehensive EV program, Telematics, Vehicle Maintenance, etc.). Fleet administrators can manage the entire card program with WEXOnline, our web-based, mobile-responsive management and administration platform. For example, perform account maintenance activities, research real-time authorization and transaction information, monitor exception reporting, retrieve invoicing and transactional back up information, as well as review real-time alerts. You can also manage drivers, vehicles, edit card purchase controls, and order/add/suspend cards as-needed. Managers may assign access to as many WEXOnline users as necessary. Approved users can perform various functions depending on the level of access provisioned. WEXOnline comes with pre-defined roles, or managers can create custom user roles to meet unique program requirements. Responsibility is shared without giving broader permissions that could be abused, and administrators retain ultimate control over access privileges. Whether it's one or 100, approved users can perform various functions depending upon the level of access provisioned. Required Level III data capture from all of our accepting merchants across WEX's proprietary, closed loop network supports our detailed reporting, analytics, and superior card / purchase controls. The WEX Card Program helps public sector fleets of all sizes create operational efficiencies. Our customers also receive best-in-class security. We require dual prompt transaction authorization in which drivers must enter both their PromptID (Driver ID or Vehicle ID, depending on set up) and odometer reading. WEX's program also surpasses typical credit card offerings by controlling the product type being purchased. For instance, you can control by product class, which are groupings of like products separated by type: Fuel; Oil & Fluids; Parts & Service; Quick Lube; Roadside Assistance; General Merchandise. Purchase Controls enable or disable access to specific product classes within WEX's closed-loop network of fuel and service merchants. Managers can then set spending limits at the transaction level, such as: dollar limits and timeframe of purchase. WEX's purchase controls offer managers the flexibility to limit transactions within WEX's network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, but disallow general merchandise. A typical credit card would be open to all gas stations and any merchandise that is available in this retail channel, potentially allowing a driver to purchase electronics or snack food, and exposing the customer to unauthorized expenses and program abuse. WEXPAY WEXPay is a tool that enables out-of-network purchases at additional merchants in

the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay in conjunction with your WEX Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Card and WEXPay Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline purchasing and operations.

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the IVR prompts for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

WEX PAYABLES

The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network.

WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.

WEX EV

Whether your fleet relies on traditional fuel, electric vehicle charging, or a combination of both, WEX provides a seamless and future-ready solution. Manage all your transactions through a single, powerful platform, receiving one consolidated invoice and set of reports. WEX adapts to your evolving needs, simplifying the complexities of a mixed-energy fleet. with acceptance at over 146,000 public chargers nationwide.

WEX EV En Route: Recharge drained EV batteries quickly during the workday
Managing a mixed-fuel fleet can be complex with the wide variety of charge point operators (CPOs) that all require a different method of authentication. Juggling cards, apps, and invoices creates administrative headaches that expose your fleet to inefficiency, and a greater likelihood of costly errors.

WEX has taken our original fleet card capabilities and added EV charging authentication and payment functionality. By pairing new or existing payment cards with a single WEX RFID and/or WEX DriverDash app, drivers can unlock EV charging at a growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, Electrify America, and EVConnect. P

Worried about EV range? If drivers need to recharge their EV mid-day, DriverDash minimizes disruption by displaying convenient, available, in-network fast chargers. DriverDash is also the most secure, data-rich transaction platform currently available. DriverDash also enables fleets to capture valuable charging data, transaction receipts, odometer prompts, and even applies your custom purchase controls.

WEX EV At-Home: Access lower-cost, overnight charging at driver homes

Are you maximizing cost savings with your EV fleet? Without a dedicated at-home charging solution, you could be missing out on lower residential electricity rates, and struggling to accurately track and control charging expenses. WEX EV At-Home puts you in charge.

WEX EV At-Home is an end-to-end solution that allows you to request charging hardware and installation, and reimburse your drivers for their EV charging sessions, all utilizing your existing WEX fleet account and credit line. WEX's comprehensive and cost-saving solution allows you to:

- Order chargers and installation at your drivers' homes via WEXOnline

- Provide fast and accurate reimbursements to your drivers for home charging costs
- Approve charging sessions for reimbursement with manual, bulk, or automatic options
- Take advantage of lower off-peak residential electricity rates
- Receive one integrated invoice and set of reports for all fueling and EV charging purchases

WEX EV Depot: Convenient and controlled charging at your depots
Take control of your EV charging infrastructure with a private depot. Achieve greater security, track usage accurately, and ensure your fleet is always charged and ready. Don't be intimidated by the process – WEX simplifies depot setup, allowing you to focus on what matters most: your business.

WEX EV Depot product allows fleets to activate private charging sessions with their WEX RFID, track depot transactions as part of your complete charging picture and includes private sites on charging maps.

WEX EV with Sawatch Labs:Data-Driven Insights for Smarter EV Fleet Management

Sawatch Labs offers its cutting-edge fleet electrification analytics software as part of WEX's Sourcewell contract. This means that Sourcewell members can now access the tools they need to confidently transition their fleets to EVs without the hassle of a lengthy Request for Proposal (RFP) process.

Unlock the full potential of your EV fleet with data-driven decisions about asset replacement and fleet optimization, leading to significant cost savings and improved efficiency. *

- Strategic Charging Optimization: Avoid unnecessary infrastructure costs. Our analysis pinpoints the optimal number of on-site charging ports, ensuring you invest wisely and avoid the expense of even one extra port.

- Data-Driven Fleet Conversion: Make informed decisions about electrifying your fleet. Our comprehensive conversion analysis reveals the how, if, and when of transitioning to EVs, minimizing risk and maximizing ROI.
Smart Charging Strategies: Control your energy costs. We project charging times and implement managed charging technologies to mitigate peak demand charges and keep your utility bills in check.

- Optimized Vehicle Deployment: Minimize driver downtime and maximize productivity. Our analysis ensures your EVs are strategically positioned for optimal utilization, reducing wasted time and improving overall efficiency.

- Streamlined Reporting & Compliance: Free up your staff. Our automated reporting and analytics tools eliminate the need for manual data compilation, saving valuable staff hours and ensuring accurate compliance reporting.

Our reporting, analytics, and benchmarking tools are specifically designed for EV assets, integrating seamlessly with Sourcewell customers' existing WEX mixed fleet programs.

For more on how Sawatch Labs and WEX simplify fleet electrification for Sourcewell's customers, please visit: https://sawatchlabs.com/industry-insights/how-sawatch-labs-and-wex-are-simplifying-fleet-electrification-for-public-agencies

WEX MOBILE APPLICATIONS

DriverDash: With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

Plus, if a driver needs a replacement card (due to loss, theft, damage, etc.) WEX can push a new digital card to DriverDash within one hour.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network, and anticipates an additional 12,000 accepting locations coming online in 2025.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure

transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting. Plus, WEX recently launched route planning functionality, allowing drivers to factor in variables like battery level, added weight, climate control usage, and more, when planning a trip.

WEXConnect: WEXConnect is a free mobile app that helps Sourcewell customers quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, specialty fueling stations (e.g., CNG, E85) and service locations. Real-time transaction information provides updated fuel pricing and current EV charging station availability.

TELEMATICS

WEX provides a telematics solution that integrates seamlessly with the WEX Card program to provide insight into the where, when, and how of vehicle use, and puts all vital fleet data in one location. Our solution encourages safe driver behavior, optimizes routes, reduces fuel spend, lowers operational costs, complies with federal mandates, and can help mitigate fraud by confirming that fuel dispensed actually goes into the appropriate vehicle.

At a high level WEX Telematics service collects all vehicle diagnostic and vehicle location data. We use this data to derive all kinds of insights by applying the latest analytics techniques, and provide specific hardware and software packages designed to meet specific fleet requirements, so managers can quantify, analyze, and understand data points such as:

- Idle time and location
- Speeding
- Mileage per day or week
- Total fuel consumption
- Seatbelt use
- Aggressive driving
- Customer stops
- Miles driven vs. customer time
- Accident reporting

WEX telematics also helps manage compliance, ensures timely vehicle inspections, and reduces paperwork with electronic logs. Additionally, when you combine these Services with our in-cab camera options, you can identify risky driver behaviors, capture video of critical events and easily recreate accidents to share with insurance or police.

In addition to our in-house solution, we integrate directly with most US-based telematics service providers, including Geotab & GPS Insights, to ensure integrated fuel data that enhances our customers' telematics experience.

WEX FLEET PLUS CARD

Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network.

Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace.

VEHICLE MAINTENANCE AND REPAIR

WEX offers several maintenance purchasing solutions to support customer needs. Currently, the WEX Card is accepted at over 45,000 maintenance locations, including Jiffy Lube, Valvoline, and Bridgestone/Firestone, and can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products.

In addition to the card-based product described above, we are beta testing a cardless auto repair option that saves time, operational headaches, and money. This auto repair product offers digital order approval (eliminating phone calls between managers and repair shops). Approvals are per-repair-order-per-vehicle. This means a streamlined approval and payment process that keeps you in control by eliminating

		plastic cards while reducing operational costs, allowing for auto repair discounts, and ensuring quick, efficient turn-around time. One of our largest customers is piloting this program and saving hours of operational labor and thousands of dollars. PRIVATE SITE INTEGRATION AND REPORTING Our private site program allows Sourcewell customers to activate their privately owned onsite bulk fuel tanks using the WEX Fleet Card, which allows for increased security and asset-level fuel usage reporting on bulk fuel. WEX captures Prompt ID and odometer information, authorizes the card swipe, and provides integrated reporting of Private Site transactions with the customer's retail transactions while excluding onsite fuel transactions from the customer's invoice. Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. Your customers receive in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated, comprehensive vehicle-level reporting. Once installed, card readers are required to retain reportable information so your agency customers don't have to. Just like a retail transaction, the driver initiates data capture by entering their Prompt ID and odometer. The card reader provides the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into a fleet's usage reporting.	
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A.	*
74	Describe and demonstrate available features or controls that assist with mitigation of fraud, waste, and/or abuse for all solutions offered.	In 2025 WEX is investing in additional fraud detection tools including case management and alerting systems, and implementing AI fraud detection in our call centers. One of the most significant advantages the WEX proprietary closed-loop card program offers over an open-loop solution is our custom-built network. The WEX Card can only be used at accepting fuel, charging, and maintenance locations, and transactions authorize only after the driver enters a valid Prompt ID and odometer at the time of purchase.This is the first line of defense against unauthorized or fraudulent spending, either of which could more easily occur with an open-loop credit card that can be used at any type of retailer. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud. Our Fraud Department also provides recommendations to help reduce fraudulent activity, and proactively works with partners, customers, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or reoccuring. WEX's Fraud Department performs three primary functions in an effort to proactively identify and mitigate fraud on our customer accounts: - Transaction monitoring. - Identify potentially abusive or fraudulent behavior. - Notify customers when such behavior occurs. Our improved fraud notification process allows Sourcewell customers to quickly and easily identify a suspicious transaction as valid or fraudulent. WEX's fraud team sends up to three emails to the customer's fraud team, or named manager, requesting their response. They simply click the link, which takes them to a landing page listing the transaction(s) in question. From there, simply select "Valid" or "Fraudulent." WEX's Fraud Monitoring System WEX utilizes an advanced 24/7, real-time fraud mitigation system based on Machine Learning technology. The system's artificial-intelligence-based software identifies risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" are declined, while all other transactions pass through. The system continuously "learns" as it aggregates transactions, detecting trends at a portfolio, customer, channel, product, card, and transaction level. The logic within the system is highly adaptable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through	*

		its logic engine. The system has multiple levels of detection which can actually prevent a transaction from being authorized or can flag a transaction for review by the fraud team depending upon scoring logic. The system model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis. Lost or Stolen Cards Lost or stolen WEX Cards should be reported immediately to our Customer Service Department by calling the toll-free number, anytime 24x7x365. Customers can also report loss, theft, or unauthorized use of any card or account through WEXOnline. Once a card has been reported lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Subject to any limitations imposed by applicable law, the customer is liable for all unauthorized use of a card until WEX receives proper notification of loss, theft, or unauthorized use. Partnership Partnership with our customers is critical. Beyond the solutions described above, we enable our customers to monitor and control their expenditures. Through WEXOnline, managers can set predetermined limits on spending amount, purchase frequency, product and service type, and the days and hours during which purchases can be made, while also performing real-time account modifications (e.g., predetermined limits, editing Prompt IDs in response to changes or to prevent theft). They also opt into Real Time Alerts when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases. This, in tandem with careful review of all reports (including transaction and exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses.
75	Demonstrate the acceptance network of payment services offered for all forms of payments such as physical cards, mobile applications, digital, and/or virtual payment services.	PHYSICAL CARDS WEX Fleet Card: A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID, depending on your preference) and the odometer reading of the vehicle in order to receive transaction authorization. The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization processes act as a security measure, and provide a layer of protection against fraudulent activity. RFID: WEX simplifies paying for and tracking fueling and charging events. Rather than using a different payment method for each charge point operator, your drivers can use a single WEX EV RFID card at any of our growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, and EVConnect. WEX Fleet Plus: Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network. Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace. Aviation: WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD - a complete purchasing solution for fuel and related aviation services - is a credit card and contract fuel program used by corporate and private flight departments at both domestic and international airports. An AVCARD account integrates with the customer's existing WEX account, so you only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at

7,500 locations in more than 190 countries. With an AVCARD account, customers automatically participate in their Contract Fuel Program, which facilitates savings on jet fuel virtually everywhere in the world. Additionally, AVCARD's online interface allows customers to:

-View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.).

-Prearrange fuel and services.

-Log in to obtain contract fuel pricing.

-Request a firm Price Quote by email.

-Report a lost or stolen card online or use the toll-free number during business hours.

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge.

Marina: Customers can purchase gasoline and diesel fuel at marine fueling locations through a combination of:

-Direct acceptance of the WEX Card at marinas with branded oil locations through electronic point of sale systems

-At any of the more than 9,500 marina locations that accept a Mastercard worldwide. The WEX Card and WEXPay would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

DRIVERDASH MOBILE APP

With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting.

WEXPAY

WEXPay is a tool that enables out-of-network purchases at additional merchants in the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, this tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay in conjunction with your WEX Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Card and WEXPay transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline purchasing and operations.

WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the IVR prompts for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

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		WEX PAYABLES The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network. WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.
76	Demonstrate your capabilities and abilities for payment services and data collection from use at EV charging stations and EV charging networks.	WEX is an e-Mobility Service Provider (EMSP) capable of facilitating EV charging sessions and payments directly from a fleet's existing WEX account. This allows WEX to issue one card that WEX directly integrates with our EV acceptance network partners, preventing a fleet from having to have multiple accounts with various networks, manage card-on-file payments, and download and manage multiple apps. All of the data flows back through a fleet's WEX account, like any other payment, allowing the fleets to have one place to manage all driver payments for consolidated reporting and one invoice on the fleet's existing line of credit with WEX. RFID WEX simplifies paying for and tracking fueling and charging events. Rather than using a different payment method for each charge point operator, your drivers can use a single WEX EV RFID card at any of our growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, and EVConncet. You can use your WEX account for all fueling and charging transactions, and receive one integrated invoice and set of reports. Transactions initiated with an RFID do not currently go through our authorization process. This is because: - Chargepoint operators/networks currently work on a whitelist process for access, granting permission to charge when an RFID is used to initiate a transition - Most charging stations are not capable of prompting or input from drivers, so the transaction data and controls applicable to physical forms of payment (like RFID) are limited DRIVER DASH DriverDash, a digital wallet version of the WEX Card accepted at all 146,000 public charging stations in the WEX network, is the most secure, data-rich EV transaction platform currently available.The app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data. Drivers authorize transactions from within their vehicle, and use the app to simplify transactions, reduce the need for physical cards that may be misplaced, and enhance security by mitigating issues like skimming and inaccurate odometer readings. DriverDash also supports Digital Instant Issuance functionality. Once the account is set up, WEX can replace physical cards lost, stolen, or damaged with a digital card within an hour. DriverDash also features route-planning functionality, allowing drivers to plan routes while factoring in variables like battery level, added weight, climate control usage, and more.

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Examples	Offered *	Comments
77	Payment solutions for:	Fuel, oil, fluids for vehicles, aircraft, watercraft	(•) Yes ( ) No	Please see Table 7A, which describes our product categories (fuel, oil, fluids, etc.). Table 7A also describes our AVCARD (aircraft) and Marina payment options.

78		Electric vehicle charging and station fees	(•) Yes ( ) No	Please see Tables 5A and 7A which describe WEX's comprehensive En-Route, At-Home, Depot, and EV analytics offerings.	*
79		Vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services	(•) Yes ( ) No	Please see Table 7A, which describes our AVCARD (aircraft) and Marina payment options.	*
80	Complementary offering of services, including, but not limited to:	Card issuance, replacement and account customization	(•) Yes ( ) No	The standard WEX Card contains both a traditional magnetic strip, and an embedded microchip which increases data security by encrypting information while reducing potential for white plastic or card-card counterfeiting. Account and card information are read at the point of sale, and validated in our systems with Level III data obtained during the transaction. The standard card expiration term is five years (60 months) for chip cards due to their thicker, sturdier plastic. WEX begins the card renewal process 45 days prior to expiration to ensure that drivers are never without an active card. Numbering and Customization Our customization capabilities include two lines for identification: The first line usually designates the account, while the second line identifies the associated equipment or driver. Each line accommodates up to 32 characters. The account number, card number, and expiration date are displayed on the front of the card, and the card's number, expiration date, and prompt are embedded in the card's technology. Card Delivery and Replacement WEX processes requests for new or replacement cards (due to loss, damage, theft, etc.) within one business day. WEX Cards can be delivered using the carrier specified by the customer (e.g., the U.S. Postal Service for standard shipping, or FedEx for expedited orders). For expedited shipping, you may use your own shipping account, or be charged a fee. Card Assignment and	*

				Transaction Authorization A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID, depending on your preference) and the odometer reading of the vehicle in order to receive transaction authorization. Each Prompt ID can be assigned to one, many, or all cards on the WEX account. WEX can generate Prompt IDs at random, or you may assign them. This four (4) or six (6) digit number can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred). For example, for driver-assigned cards, the driver would enter a Prompt ID associated with the vehicle; conversely, vehicle-assigned cards typically associate the Prompt ID with the driver. The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization processes act as a security measure, and provides a layer of protection against fraudulent activity.	
81		Transaction processing and payment settlement, transaction statement and reporting	◉ Yes ○ No	Please see Table 6A which describes our payment options. Please see Table 5A which details our transaction statement, reporting, and analytics.	*
82		Fleet data analytics, integrated telematics	◉ Yes ○ No	Please see Table 5A, which describes our analytics, reporting, and telematics solutions.	*
83		Private-site fuel location payment or data services	◉ Yes ○ No	Please see Tables 5A and 5B, which describe our private-site fuel payment and data services	*
84		Digital and mobile applications	◉ Yes ○ No	Please see Tables 5A and 7A which describe our WEXConnect (fuel finding), and DriverDash (digital wallet) mobile applications.	*

85		Training and technical and customer support	(•) Yes ( ) No	Please see Table 3, which describes our Account Management, Technical, and Customer Support. Please see Table 5A, which describes our training program.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - WEX Sourcewell Pricing Documents.zip - Monday March 03, 2025 15:18:02
- Financial Strength and Stability - WEX-Annual-Report-2023.pdf - Friday January 17, 2025 08:05:42
- Marketing Plan/Samples - WEX_Public Sector Marketing Example.pdf - Thursday February 20, 2025 11:31:22
- WMBE/MBE/SBE or Related Certificates - WEX Vendor Inclusion and Diversity Program Overview.pdf - Thursday February 20, 2025 12:00:22
- Standard Transaction Document Samples - WEX Sourcewell Standard Transaction Documents.zip - Monday March 03, 2025 16:13:05
- Requested Exceptions - WEX Sourcewell Exceptions and Account and Services Agreement.zip - Monday March 03, 2025 15:18:23
- Upload Additional Document - WEX-2023-Sustainability-Report.pdf - Tuesday February 25, 2025 15:20:24

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Price, President & CEO, WEX Bank

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The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ Yes ◉ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_030625_Fleet_Payment_Solutions Wed February 26 2025 02:54 PM	☑	2
Addendum_3_RFP_030625_Fleet_Payment_Solutions Tue February 25 2025 01:01 PM	☑	2
Addendum_2_RFP_030625_Fleet_Payment_Solutions Fri February 21 2025 02:16 PM	☑	1
Addendum_1_RFP_030625_Fleet_Payment_Solutions Thu January 16 2025 03:40 PM	☑	2

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RFP #030625
REQUEST FOR PROPOSALS
for
Fleet Payment Solutions with Related Services

Proposal Due Date: March 6, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Payment Solutions with Related Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 6, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	January 16, 2025
Pre-proposal Conference:	February 12, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	February 26, 2025, 4:30 p.m., Central Time
Proposal Due Date:	**March 6, 2025, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	March 6, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

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I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

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limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

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C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and master agreement award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

    a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

    b. Payment solutions for electric vehicle charging, station fees; and,

    c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above, Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

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3. This solicitation does not include that equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:

a. Fleet Management Services (RFP #030122);
b. Fleet Electrification Transition Planning, Management, and Related Services (RFP #051123);
c. Garage and Fleet Services (RFP #031224);
d. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services (RFP #081524);
e. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624);
f. Fleet Management and Related Technology Solutions (RFP #102924); and,
g. Electric Vehicle Supply Equipment and Related Services (RFP #021825).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

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1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 500 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each

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such proposal must be prepared independently and without cooperation, collaboration, or collusion.

3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to

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the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the master agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

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V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

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1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.

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4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

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B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

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D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

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WEX Account and Services Agreement and Participating Addendum Under Sourcewell Master Contract No. 030625

This WEX ACCOUNT AND SERVICES AGREEMENT and PARTICIPATING ADDENDUM UNDER SOURCEWELL MASTER CONTRACT No. 030625, together with the related credit application, schedules, and amendments (collectively, the "Agreement") govern the establishment and use of one or more accounts and associated cards and services provided by WEX Bank, a Utah industrial bank ("Issuer"), to the business that has been approved by Issuer to receive such account(s) and services ("Customer"). Issuer and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

GENERAL TERMS

1. Use of Account.

1.1 Subject to the terms and conditions of the Agreement and Issuer's approval of Customer, Issuer agrees to provide one or more Accounts and associated Cards for Customer's use. Issuer will process Transactions on the WEX Network or on a Third Party Network as specified in the applicable Schedule. Customer and Account Users designated by Customer may only use the Account in accordance with this Agreement. Any Affiliate of Customer may participate under this Agreement if such Affiliate **(a)** agrees to the terms of this Agreement by executing an Affiliate Agreement Form as provided by Issuer, and **(b)** is approved by Issuer in its sole discretion.

1.2 Customer agrees that the Account and associated Card(s) may only be used for business purposes, and not for any personal, family, or household purposes, or for any purchase of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges, all of which are prohibited. Customer shall maintain and comply, and shall ensure that Account Users comply, with its policies and controls to ensure strict compliance with the foregoing.

1.3 In connection with Customer's use of the Account, Issuer will provide access to Issuer's online account management system, websites, mobile applications, or other electronic online products, as applicable (each and collectively, the "Online Portal"), for Customer and its Account Users to manage the Account and Cards, view Transactions, and run reports. The Online Portal may only be used in connection with Customer's use of the Account and subject to the policies and terms of use posted therein, the terms of this Agreement, and any additional terms and conditions otherwise provided or made available to Customer by Issuer. Access to and use of the Online Portal by Customer and designated Account Users shall also be in accordance with, and subject to, Issuer's security protocols and policies including, without limitation, third-party user agreements and terms and conditions. Customer shall not, and shall ensure Account Users do not, tamper with, compromise, or attempt to circumvent any physical, technical, or administrative controls or security measures or otherwise compromise the security of the Online Portal.

2. Account Users.

2.1. Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and IDNs; **(b)** provide all Account User information and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered by Issuer or any of its Affiliates. Customer remains liable for any Unauthorized Use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with actual, implied or apparent authority to act on Customer's behalf, and unless Customer reports any errors in the provided information, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any misuse of Cards or Accounts.

2.2. Customer will provide prompt notice of any change or removal of any contact or Account User or any revocation of any Account User's authority, either in writing, by telephoning Issuer's customer service department, or through the Online Portal. Customer shall remain liable for all Transactions and Unauthorized Use until such notice is received by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed by Issuer.

2.3. Customer agrees to keep IDNs confidential and ensure that its personnel and Account Users do not disclose any IDN. Customer is liable for any Unauthorized Use that results if Account User or other personnel discloses an IDN or writes an IDN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer may in its sole discretion extend credit and establish Accounts. Issuer may, at any time, investigate the financial condition of Customer or as applicable, its Affiliates. If Customer is not a publicly traded Customer, at the request of Issuer, Customer shall promptly furnish Issuer with copies of its most recent financial statements acceptable to Issuer that were prepared no later than one hundred twenty (120) days following the end of its fiscal year. Customer shall provide financial statements prepared in accordance with generally accepted accounting principles consistently applied and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer.

3.2 Issuer will inform Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. If Customer exceeds its Credit Limit, at Issuer's request, Customer shall immediately pay the amount over the Credit Limit and any associated fees as set forth in the applicable Schedule or the entire balance due on the Account.

3.3 Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, and specifically in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance

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(including Transactions authorized but not yet posted) exceed the Credit Limit.

4. Card Controls.

4.1 Customer may request via the Online Portal that Card Controls be applied to the Account. The availability and effectiveness of Card Controls are dependent upon each merchant's adoption of WEX Inc.'s ("WEX") Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. Card Controls for Cards processing Transactions on a Third Party Network may also be dependent on information provided by the Third Party Network provider, such as their categorization of the merchant. In addition, some Card Controls are not enforceable at point-of-sale terminals due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Card Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Card Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Card Controls on its portfolio of accounts. Issuer will use reasonable efforts to inform Customer after any modification to a Card Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer's specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Card Control parameters.

4.3 Default Card Control values are modified through the Online Portal. More detailed information and certain limitations regarding Card Controls are provided online. Only Transactions submitted for authorization are subject to Card Controls and those Card Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Card Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Card Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Card Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Card Control settings selected by Customer or the effectiveness of such controls.

5. Billing and Payments.

5.1 Issuer will provide or make available to Customer Transaction data or a billing statement, as applicable, for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date, as specified on the billing statement. Customer is encouraged to receive billing statements electronically and make payments electronically to ensure that each payment posts by the applicable Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.

5.4 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.5 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

5.6 Customer may be offered discounts and/or rebates from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all product types. In addition, certain conditions in order to earn or receive the rebate or discount, such as but not limited to, maintaining the Customer's Account in good standing, will apply and be provided to Customer when such offers are made.

6. Additional Products and Features

6.1 Reports. Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. Customer is responsible for reconciling that data. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

6.2 Modifications. Issuer will deliver to Customer enhancements, updates or upgrades to the Cards, Accounts, and Card Controls that Issuer makes generally and commercially available to other similarly situated customers without any additional fee. In the event Customer requests additional modifications, including to the online application, and Issuer makes a reasonable business determination that the requested modifications or technical support entail specialized modifications or services different from the kind or amount provided to other similarly situated customers (including, but not limited to, custom software or operational development work or assistance to enable interfacing with a non-supported, unusual, or proprietary system), Issuer will inform Customer if the requested modification may be available as a service from an Affiliate of Issuer, subject to additional fees and other applicable terms as set forth in a separate statement of work as agreed between such Affiliate and Customer. Issuer, in its sole discretion, may decline to make any modifications, including if such modifications will impact other customers of Issuer. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement, or provided in connection with the Account in which Customer or an

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Account User has enrolled, upon thirty (30) days' prior written notice to Customer, and without such notice due to changes in law or if required by regulatory authorities.

7. Late Fees.

7.1 If Customer fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply as set forth in the applicable Schedule. Customer will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement.

7.2 Issuer will not charge a Late Fee if the unpaid portion of the invoice as of the Due Date is $10 or less.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay any additional fees and applicable sales taxes in the amounts and as described in the applicable Schedule.

9. Disputed Amounts.

9.1 In General. Customer shall use its best efforts (but in no event less than commercially reasonable efforts) to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction. For any disputes which cannot be resolved with a merchant directly, Customer may dispute a Transaction if: **(a)** the amount does not reflect the face value of the Transaction (*e.g.*, based on the amount charged by the merchant or reflected in a receipt from the merchant); **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for the amount, as further described in the applicable Schedule.

9.2 WEX Network. Transactions on the WEX Network must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. All billed charges must be paid in full regardless of reported disputes. Upon receipt of a dispute, including any supporting documentation required by Issuer, Issuer will use reasonable efforts to investigate the dispute. In the event that Issuer determines the dispute is due to an error by Issuer, Issuer will, as Customer's sole and exclusive remedy, correct applicable data or reports, including invoices, if any. If the dispute is related to an act or omission of a merchant, the Transaction may qualify for chargeback to such merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with such merchant. Any chargeback paid by the merchant to Issuer will be credited to the applicable Account. Customer may be liable for the Transaction if the disputed item is not due to an error by Issuer and cannot be charged back to the merchant.

9.3 Third Party Network. If a Transaction is processed on a Third Party Network, such Third Party Network rules shall govern the dispute process, including in the event a longer dispute window is permitted or required. Upon receipt of a dispute, including any required supporting documentation, Issuer will submit the dispute to the Third Party Network provider in accordance with the Third Party Network rules. Customer agrees to pay any costs assessed by the Third Party Network provider in connection with chargebacks (whether successful or not), if applicable. Any chargeback paid by the merchant to Issuer will be credited to the relevant Account. Customer is liable for the Transaction if the Transaction cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use: **(a)** that occurs if a Card or Account is lost, stolen or is otherwise compromised; or **(b)** that occurs before Customer provides Issuer with immediate notice as required in this Agreement or by applicable law or card association rules that a Card is lost or stolen or other possible Unauthorized Use of an Account; or **(c)** Issuer determines that such Unauthorized Use could have been prevented by Customer if it had maintained and followed reasonable security precautions and controls surrounding the Cards or Accounts. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card. Notwithstanding the foregoing, if a Transaction is processed on a Third Party Network, then in the event the rules applicable to the Third Party Network mandate greater protection for Customer, the applicable Third Party Network rules will prevail.

10.2 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will report to Issuer immediately via the Online Portal or by calling the customer service number set forth on their Cards or as specified in the applicable Schedule. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.3 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

10.4 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars ($50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

11. Representations and Warranties by Customer.

Customer represents and warrants to Issuer that: **(a)** the person signing this Agreement on behalf of Customer has the requisite power and authority to contractually bind Customer under this Agreement; **(b)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(c)** Customer's execution and performance of this Agreement **(i)**

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does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty of Customer arising at law or in equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** has been duly authorized by all necessary organizational action of Customer.

12. Other Obligations of Customer.

12.1 Customer shall provide information and documentation requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users

12.2 For Issuer's compliance with banking and credit underwriting standards, Customer shall provide written notice to Issuer: **(a)** in advance of any change to its legal name or in the ownership of Customer; **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets; **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings; or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

13. Amendment.

Customer agrees that Issuer may change any part of this Agreement, including without limitation the rates, charges, fees and other terms of this Agreement, and that Issuer may introduce new rates, charges, fees and other terms of this Agreement to the fullest extent permitted under applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted under applicable law. Issuer will provide at least thirty (30) days' prior written notice to Customer before making any such changes.

14. Term and Termination.

14.1 Term; Termination. This Agreement is effective upon the date of the last signature hereto and will continue for a period of five (5) years (the "Initial Term"), unless earlier terminated pursuant to the terms of the Agreement. Thereafter, the term of the Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.

14.2 Issuer may terminate this Agreement during the Term for any reason. Issuer will provide notice of termination if required by applicable law, provided that Issuer may terminate Inactive Accounts without notice. Termination of all Accounts will automatically terminate this Agreement. Customer may terminate the Agreement after the Initial Term upon ninety (90) days' prior notice to Issuer, either in writing or by calling the number on the back of Customer's Cards. Issuer's right to terminate this Agreement pursuant to this Section 14 is in addition to Issuer's termination rights otherwise set forth in this Agreement, including without limitation under Section 15 (Default by Customer).

14.3 Termination Fee. In the event of the termination of this Agreement **(a)** by Issuer for cause, or **(b)** by Customer during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made from Customer to Issuer, and Customer shall make all outstanding payments due prior to the date of termination. Customer acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Agreement is terminated as set forth in (a) or (b) above. Accordingly, in the event of such termination, Customer shall pay a fee for termination ("Termination Fee") as set forth in the applicable Schedule to this Agreement. The Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Termination Fee. Customer acknowledges that Customer shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.

14.4 Obligations Upon Termination. In the event the Agreement is terminated by Customer, any rebates payable to Customer by Issuer or WEX, as the case may be, shall immediately terminate and the standard fees set forth in this Agreement (i.e., without any rebate or discount) shall apply for the remainder of the Term. After termination, Issuer shall have a reasonable amount of time to terminate the Account. Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.5 Survival. Notwithstanding the termination of the Agreement as set forth herein, the terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full (including all amounts owing on an Account and charged under this Agreement) and Customer has performed all of its obligations under this Agreement. Those provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement in order to give them full force and effect will survive the termination or expiration of this Agreement, including the Parties' confidentiality obligations.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its

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obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its Affiliates; or **(h)** any event described in this Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law or in equity. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the Billing Cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement. If Issuer suspends all services and obligations, Customer agrees to pay any applicable Reactivation Fee set forth in this Agreement.

16. Foreign Transactions.

16.1 Accounts and Cards are issued for use by Customer's United States based operations. Customer may not distribute a Card to a Person based outside of the United States. If Transactions are made in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as set forth in the applicable Schedule.

16.2 Any Transaction made in a foreign currency shall be converted into U.S. Dollars before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

17.1 Issuer and its Affiliates are not liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.2 Issuer and its Affiliates are not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any Card Control, fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waiver of Jury Trial.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by overnight courier or U.S. certified mail to the last known address in Issuer's records.

19. Dispute Resolution.

19.1 In accordance with the procedures outlined in this Section 19 (Dispute Resolution), any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, or under any applicable law, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement ("Dispute") will be resolved expeditiously, amicably, and at the level within each Party's organization most knowledgeable about the Dispute. Throughout the Dispute resolution process, each Party will continue to perform its obligations under this Agreement. No Dispute may be pursued as part of a class action or other representative action; disputes brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any Dispute on a class or representative basis and may award relief only on an individual basis. Disputes of two (2) or more Persons may not be combined in the same arbitration.

19.2 General. The complaining Party's representative will notify the other Party's representative in writing of a Dispute, and the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible. In the event that such matter remains unresolved ten (10) Business Days after the delivery of the complaining Party's written notice, senior representatives of each Party will confer in an effort to resolve the Dispute. If the Parties do not reach a resolution of the Dispute, it will be resolved by binding arbitration in accordance with the terms of this Section 19 (Dispute Resolution), except as otherwise set forth below. A Party who fails or refuses to submit to arbitration following a lawful demand by any other Party will bear all costs and expenses incurred in compelling arbitration of any Dispute.

19.3 Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association ("**AAA**") and conducted in accordance with the AAA

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Commercial Arbitration Rules, or such other administrator and rules as agreed by the Parties. If there is any inconsistency between the terms of this Agreement and any such rules, the terms in this Agreement will control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose law governs this Agreement, or as selected by the administrator if no agreement can be reached ("**Arbitration Location**"). The Parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). All statutes of limitations applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. A judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.

19.4 No Waiver; Provisional Remedies. The Parties agree that pursuing arbitration of a Dispute will not limit a Party's right to seek provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute resolution activity. The exercise of any such remedy will not waive the right of any Party to compel arbitration or referral under this section.

19.5 Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the official licensing organization for attorneys in the Arbitration Location or retired judges of the judiciary of the Arbitration Location, with expertise in the substantive applicable law relating to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (a) will resolve all Disputes in accordance with the substantive Governing Law as set forth in Section 23.3 (Governing Law); (b) may grant any remedy or relief that a court of the Governing Law jurisdiction could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of this Agreement); and (c) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the Governing Law jurisdiction. Any Dispute in which the initial amount in controversy is One Million Dollars ($1,000,000), or its equivalent, or less may be decided by a single arbitrator. Any Dispute in which the initial amount in controversy exceeds One Million Dollars ($1,000,000), or its equivalent, will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

19.6 To the maximum extent practicable, the arbitrators and the Parties will take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute. No arbitrator or other Party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a Party required in the ordinary course of its business, by Applicable Law, or to the extent necessary to exercise judicial review rights as set forth herein.

19.7 In all Disputes, the substantially prevailing Party is entitled to recover its reasonable legal counsel fees, and other legal expenses from the other Party.

20. Confidentiality.

All information furnished by or on behalf or either Party or any Affiliate of Issuer in connection with this Agreement will be kept confidential, using the same degree of care it uses to safeguard its own confidential information (but in no event less than commercially reasonable care), and will be used by the other Party only in connection with this Agreement or as otherwise expressly set forth herein, except to the extent that the information: **(a)** was in the possession of the receiving Party without restriction on disclosure at the time of the disclosure ; **(b)** was provided to the receiving Party by a third party who was not under a restriction on disclosure with respect to such information; **(c)** is or has become publicly available other than through an act or omission of the receiving Party in breach of this Agreement or other restriction on disclosure; **(d)** was independently developed by the receiving Party without reference to the disclosing Party's confidential information or **(e)** is required by law to be disclosed, provided that notice of the disclosure has been given (unless such notice is legally prohibited) to the disclosing Party by the receiving Party, which notice, to the extent practicable, shall be given sufficiently in advance of the proposed disclosure to permit the disclosing Party to contest the validity or scope of the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its Affiliates or third-party servicers in connection with the operation and maintenance of Account or Cards, and Customer expressly agrees to these disclosures and use of information, provided that such Affiliates and third-party servicers agree to maintain the information in confidence. If Customer requests Issuer to provide Customer's information to any of Customer's third-party service providers in connection to Customer's use of Account or Card, Customer will defend, indemnify and hold harmless Issuer and its Affiliates, and their respective employees, officers, directors, agents, assigns and successors-in-interest against any and all claims, actions, proceedings, demands, judgments, losses, expenses, damages, liabilities, fines or penalties arising from or relating thereto. In addition, Customer agrees and understands that Issuer may use data and statistics generated from Transactions, including to provide or develop additional products and services and as set forth in Section 21 (Program Information). Further, for the avoidance of doubt, Customer may disclose information it is legally required to disclose pursuant to any applicable open records requests laws, provided that Customer will notify Issuer of the request prior to disclosure and honor any provisions of such laws that allow redaction of proprietary or trade secret information.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its Affiliates own and may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "**Program Information**") for the purpose of operating

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Issuer's and its Affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its Affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its Affiliates, including but not limited to WEX, and third parties may contact Customer to offer additional products or services. If Customer chooses to enroll in any such product or service offered by Issuer, its Affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the following website: https://www.wexinc.com/privacy-policy/. Issuer and its Affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement nor any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Any actual or attempted assignment or delegation contrary to the terms of this Section 22 (Assignment) will be null and void. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Issuer may monitor communications (including telephonic) between its employees and its customers. Customer consents to such monitoring and recording of communications and agrees to inform employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.2 Issuer's obligations under this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to: acts of God, civil disturbance, war, acts of government, natural disasters, pandemic, epidemic events, strikes or any other general labor disputes, widespread technology events, or telecommunication failures.

23.3 Governing Law. This Agreement, and all Disputes, will be governed by and construed in accordance with what the Parties have agreed to regarding governing law in the State's Exceptions Appendix.

23.4 Customer understands and acknowledges that this Agreement and Customer's receipt of Account(s) and services herein are subject to Issuer's approval of Customer. Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.5 No course of dealing between the Parties, and no delay or omission by Issuer to exercise any right under the Agreement, shall impair such right or be construed to be a waiver of any default, and no waiver by Issuer of any breach of this Agreement will be construed as waiver of any subsequent breach. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No amendment, or other variation of the terms, conditions, or provisions of the Agreement by other than Issuer shall be binding on Issuer unless in writing and signed by an authorized representative of Issuer, and then only to the extent set forth in such writing.

23.6 No Person other than a Party to this Agreement or any Schedule hereto shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third-party beneficiary of this Agreement.

23.7 Except as otherwise provided in this Agreement, all notices shall be in writing and deemed received (a) when personally delivered, (b) at the time of delivery, if sent via reputable overnight courier with tracking capabilities, or (c) on the fifth Business Day after mailing if sent via postage prepaid certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in the application for credit or at such other address as the applicable Party may indicate from time to time. Additionally, notices may be sent by email via any nationally recognized SMTP delivery service, and deemed received on the day of sending, to Issuer at legalnotices@wexinc.com, to Customer at an email address provided by Customer or normally used by an Account User for business communications with Issuer. For the purposes of this Section, all times are to be the local time in the place of deemed receipt; and if deemed receipt under this Section is not within business hours (meaning 8:00 am to 5:00 pm Monday to Friday on any Business Day), the notice shall be deemed to have been received at 8:00 am on the next Business Day. The Parties agree to waive any claim that an electronic transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of an email constitutes the "best evidence" and an "original" of such a writing.

23.8 Customer agrees that Issuer may: **(a)** include the name, logo, and success stories of Customer on Issuer's website and in press releases, presentations, promotional and sales literature, and advertising materials; and **(b)** identify Customer as a customer in Issuer's published customer list, earnings reports, and in response to third-party inquiries.

23.9 If any portion of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions shall remain in full force and effect and shall continue to be binding upon the Parties.

23.10 This Agreement, any notices in connection with this Agreement, any relevant provisions of Sourcewell Master Agreement No. 030625, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written,

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among the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. This Agreement and any notice may be executed by a Party in the form of an "**Electronic Record**" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. 7001 et seq. (**"ESIGN Act"**)), and an "**Electronic Signature**" (as defined in the ESIGN Act) of a Party that can be authenticated will constitute an original and binding signature of such Party.

23.11 Customer consents to be contacted by Issuer and its agents, representatives, Affiliates, or anyone calling on Issuer's behalf for any and all purposes arising out of or relating to Customer's Account or Card, at any telephone number, or physical or electronic address provided by Customer or an Account User or at which Customer or an Account User may be reached. Customer agrees that Issuer may contact Customer and Account Users in any way, including SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by an Account User or someone else. In the event that an agent or representative calls, they may also leave a message on Customer's or the Account User's answering machine, voice mail, or send a message via text.

23.12 In the event of any conflict between the General Terms of this Agreement and the terms of any Schedule hereto, the terms of any such Schedule shall govern unless the General Terms of this Agreement expressly indicates otherwise

23.13 If Customer is a state entity or otherwise subject to a statutory appropriations framework, and any state or federal action eliminates the appropriation or availability of funding needed to make payment pursuant to this Agreement, then Customer shall have the right to terminate this agreement upon thirty (30) days written notice to Issuer. However, Customer will not be entitled to a refund of prepaid fees, Customer remains responsible for all fees for all services actually performed up to the date of termination, and Customer will remain liable for all transactions and agrees to pay Issuer in full.

24. Definitions

24.1 "Account" means a credit line which may be unsecured or secured, or any other account, extended to Customer by Issuer. An Account may be accessed by a Card, an account number, or other approved access method.

24.2 "Account User" means Customer or any other entity or individual that Customer has informed Issuer is authorized to use the Account or a Card. The Account Users may include employees or independent contractors or other users who have been given a Card or access to an Account.

24.3 "Affiliate" means any present or future entity that, directly or indirectly, controls, is controlled by, or is under common control with either Party. For the purposes of this definition of Affiliate, "control" (including "controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities or membership interests, as trustee, by contract or otherwise.

24.4 "Billing Cycle" means the time interval between the dates of Customer's regular billing statements. Customer's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

24.5 "Business Day" means Monday through Friday, excluding holidays observed by banking institutions in the state of Utah.

24.6 "Card" means an approved Account access method, physical (*e.g.*, plastic), digital or virtual card, account access device, payment device, or other technology, medium or form through which payments are enabled under this Agreement.

24.7 "Card Controls" are a set of authorization tools designed to assist Customer with managing Transactions.

24.8 "Credit Limit" is the amount of credit assigned to Customer's Account as established by Issuer from time to time at its sole discretion.

24.9 "IDN" means the identification number associated with an Account User or Card.

24.10 "Inactive Account" means an Account which has no Transactions for a twelve (12) month period.

24.11 "Due Date" means the date the repayment of the balance of the Account is due as set forth in a billing statement. Such date may be called "Payment Date" in a billing statement.

24.12 "Guarantor" means any Person who guarantees the obligations of Customer under this Agreement.

24.13 "Person" means an individual, corporation, limited liability Customer, partnership, trust, association or any other entity or organization.

24.14 "Schedule" means an attachment to this Agreement which contains additional terms and conditions specific to the products or services to be provided by Issuer or an Affiliate of Issuer to Customer or its Affiliates, and any associated costs or fees.

24.15 "Third Party Network" means a credit card payment network operated by a third party (e.g., Mastercard).

24.16 "Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

24.17 "Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

24.18 "WEX Network" means the card payment network operated by WEX Inc.

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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the dates set forth below and made effective as of the date of the last signature.

Customer	**WEX Bank**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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WEX Mobility - NAF Schedule

This WEX Mobility - NAF Schedule ("Schedule") forms a part of the WEX Account and Services Agreement and Participating Addendum under Sourcewell Master Contact No. 030625 between Issuer and Customer ("Agreement") and is subject to the General Terms of the Agreement. Terms that are capitalized but not defined in this Schedule will have the applicable meaning given in the General Terms.

Card Program: **WEX Universal for Government Fleets**

Customer Service Number: 1-866-544-5796 (which may be updated from time to time)

EDGE Network Eligible? **No**

Rates and Fees

Cure Period for Default Annual Interest Rate: Twelve (12) consecutive Billing Cycles without Payment Default.

Program Fees		
Set-up Fee		**WAIVED**
Monthly Card Charge		**WAIVED**
Replacement Card Fee	**Standard Card**	WAIVED
	Chip-enabled Standard Card	WAIVED
	Enhanced Card	WAIVED
Late Fee		**Greater of $75 or 7.99% (for monthly Billing Cycle) of Total Outstanding Balance on the Calculation Date**
Reproduced Reports		$25.00 per request
General Research Fee		$15.00 per hour
Expedited Shipping Fees		Cost varies
International Currency Conversion Fee (WEX Network)		2.00% of the total transaction value
Returned Payment Fee (NSF/ACH)		$50.00 per occurrence
Reactivation Fee		$50.00 per occurrence (max fee of $50.00 per Billing Cycle)
Truck Stop Fee		$3.00 per swipe at a Truck Stop[1]
Paper Delivery Fee		$10.00 per month for paper reporting
Clearview Essentials		WAIVED
Clearview Advanced		$.0.50 per active card, per month
Private Site Transaction Fee		$.0.15 per transaction

[1] At Tier 1 truck stops

Pricing for additional products and services is available upon request or reflected on the applicable schedule or enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

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Additional Terms and Conditions

A. Definitions.

1. **"Calculation Date"** means the earlier of (a) the posting date for Customer's payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred.
2. **"Cross Border Fee"** means a fee applied to any Transaction on a Third Party Network when the country code of the merchant and the country code of the Account User are not the same. As an example, if Customer located in the US and it uses the U.S. issued card to make a purchase in Canada, then the cross-border transaction fee established by the applicable Third Party Network shall apply. The Third Party Network may establish different Cross Border Fees applicable to the card numbers that are issued from different regions.
3. **"Currency Conversion Fee"** means a multi-currency conversion fee applied to any Transaction that is billed through a Third Party Network in a currency other than the contractually agreed upon billing currencies of the BIN used for the Transaction. The Third Party Network will convert the Transaction to the billing currency at the exchange rate determined by such Third Party Network (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.
4. **"Enhanced Card"** means a Card which is capable of completing Transactions on both the WEX Network and a Third Party Network.
5. **"Private Label"** means a Card accepted for payment at limited locations within the WEX Network.
6. **"Standard Card"** means a Card capable of completing Transactions on the WEX Network.
7. **"Total Outstanding Balance"** means the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have been posted to the Account, through the Calculation Date.
8. **"Truck Stop"** means fuel distribution sites owned or operated by Love's, Pilot, Flying J, or Travel Centers of America, and includes (but is not limited to) distribution sites that sell fuel and have islands that can accommodate tractor trailers in addition to providing other services required of the over-the-road trucking market such as vehicle repair facilities, showers, and parking spaces to accommodate tractors and trailers.
9. **"Universal Cards"** means a Card accepted for payment at all locations in the WEX Network.

B. Use of Cards.

1. Customer and Account Users designated by Customer may use the Account in accordance with this Agreement to make purchases at merchants participating in the WEX Network. If Customer is approved for an Enhanced Card, the Account may also be used to make eligible purchases at merchants participating in a Third Party Network.
2. Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.
3. Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account.

C. Billing and Payment.

1. Customer agrees to pay for all Transactions occurring on its Cards or Account(s), plus all accrued Fees as set forth in the table above, including any Late Fees, and applicable sales taxes. The Due Date generally will be between twenty-two (22) days and fourteen (14) days after the end of the Billing Cycle, as designated by Issuer at the time of Account setup, although there may be variations.
2. Payments made by paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account. For payments not made by paper check, payments made: (a) by 3:30 p.m. ET on a Business Day will be posted on that Business Day; and (b) after 3:30 p.m. ET (or payments made on a day other than a Business Day) will be posted on the following Business Day.

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3. If a Payment Default occurs, then a Late Fee will apply to the Total Outstanding Balance. The Late Fee is specified in the table above, not to exceed the amount allowable by applicable law. For Billing Cycles other than monthly, the percentage rate used in the Late Fee calculation will be prorated based on the length of the billing cycle in relation to a monthly billing cycle.
4. In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described above. In the event that the Account incurs one or more payments past the payment due date in any 6-month period or makes a payment that is not honored by Customer's bank, Issuer may deem the Customer to be "High Risk" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), and credit limit.
5. Our billing and payment system provides for various Billing Cycle and payment timing options. In the event your desire to change Billing Cycles you must make a request to Fleet Receivables for a Billing Cycle change. Upon receipt of the request, it will be a minimum of thirty (30) business days to change the Billing Cycle. In addition, any changes to Billing Cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly Billing Cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

D. Reserved.

E. Effect of Termination.

1. **Early Termination Fee**. In the event of the termination of this Schedule or the Agreement (1) by Issuer for cause, or (2) by Customer during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made by Customer to Issuer, and Customer shall make all outstanding payments due prior to the date of termination. Customer acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Schedule or the Agreement is terminated as set forth in the preceding clauses (1) or (2) of this Section. Accordingly, in the event of such termination, Customer shall pay a fee for termination ("Early Termination Fee") equal to: (A) Issuer's actual costs of implementation of the services for Customer under this Schedule, plus (B) an amount equivalent to the standard monthly Card fee multiplied by the number of Cards active during the month prior to receipt of such termination notice, with such product multiplied by the number of months remaining in the Term, plus (C) the average interchange revenue from the applicable merchant pool projected for the remainder of the Initial Term based on Customer's average volume during the 12 months preceding receipt of such a termination notice. The Early Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Early Termination Fee. Customer acknowledges that Customer shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.
2. **Repayment of Any Upfront Investment**. To the extent that Issuer or WEX has paid any incentive amount to Customer in advance, or has paid for or reimbursed Customer for any costs of Customer related to implementation or similar startup expenses, or has made any similar payments to Customer, then the following shall apply: If this Agreement is terminated for any reason, other than a breach by Issuer or WEX, prior to the end of the term during which such upfront investment was made, Customer shall repay to Issuer or WEX, as applicable, the entire amount of the upfront investment. Such payment shall be in addition to payment of the Early Termination Fee described in Section E.1 above.

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Incentives Appendix
to Mobility Schedule

A. Definitions

1. **"Centralized Billing"** meaning Customer and each participating Affiliate, if applicable, each receive one bill and make one payment for their Account(s).
2. **"Direct Debit"** means payment of Customer's (and Affiliates, if applicable) Billing Statement by permitting Issuer to directly debit Customer's (or Affiliates, respectively) bank account. Applicable only if Customer elects to enroll in this payment method using the Direct Debit Enrollment Form, as updated by Issuer from time to time.
3. "**Monthly Gallons**" shall mean all gallons of fuel purchased using Cards at retail locations that are billed during a calendar month. Fuel purchased by participating Affiliates shall be included in the Monthly Gallon calculation. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot) and large general merchandise retail chain locations (i.e., "big box stores") is excluded from the Monthly Gallon amount for purposes of determining the applicable rebate percentage to apply. Due to billing cycle cut off dates and monthly calendar variances invoices for a particular month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.
4. "**Monthly Retail Transactions**" shall mean the total amount of all purchases made using Cards at retail (not bulk, aviation, mobile or private site) locations that appear on invoices billed to Customer and any applicable Affiliates in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees); (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot); (iii) transactions that were billed to you as a repriced transaction (either cost-plus or retail minus) at select merchants; (iv) amounts posted to an Account which has been disputed or associated with a Card that has been reported lost or stolen; or (v) transactions at any large general merchandise retail chain locations (i.e., "big box stores"). Due to billing cycle cut off dates and monthly calendar variances invoices may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.

B. Billing Cycle

1. Billing Cycle: Monthly

In the event that Affiliates are participating, all entities will have the same Billing Cycle and payment term.

C. Financial Incentives paid by Issuer. Issuer shall pay to Customer the following financial incentives subject to the terms and conditions defined below. Customer understands that it is possible to individually qualify or not qualify for any financial incentives set forth herein.

1. Volume Rebate. Subject to the conditions identified below, Issuer shall pay a monthly rebate, in the accordance with the below rebate table, based on all qualified Monthly Retail Transactions charged to Customer's Accounts.

Rebate Table (Monthly)

D. Volume (Gallon Based) Rebate:

Issuer shall pay a monthly rebate of basis points off all Monthly Retail Transactions charged to Customer's accounts on the Program

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Rebate – Members that are participating in a Statewide contract under Sourcewell

Monthly Spend	**Basis Points (Rebate Percentage) to member**
No minimum spend requirement	185 basis points (1.85%)

Rebate Table – Non-State Members

Monthly Spend	**Basis Points (Rebate Percentage) to member**
No minimum spend requirement	100 basis points (1.00%)

a. Calculation. Issuer shall commence calculating the Volume Rebate on the first day of the first Billing Cycle after this Schedule becomes effective. The Volume Rebate will be calculated by determining the applicable rebate factor set forth in the Rebate Table above (the "Rebate Factor"), then by determining if Customer (and any Affiliates) have met the conditions set forth above, thereby qualifying for payment of a Volume Rebate. Lastly, for each qualifying entity, Issuer shall multiply the Rebate Factor by the total dollar amount of that entity's qualified Monthly Retail Transactions to determine the Volume Rebate to be paid. If Customer Affiliates participate, the failure of one Affiliate to qualify for a Volume Rebate does not impact the eligibility of other Affiliates for a Volume Rebate payment.

b. Conditions. The Volume Rebate set forth herein is expressly conditioned on the following:

i. Monthly billing;
ii. Electronic reporting;
iii. Issuer's receipt of payment in full within 26 calendar days of the billing date appearing on your invoice;
iv. Credit approval; and
v. Signing a three year contract.

c. Cost of Lending Adjustment. Issuer may, in its sole discretion, decrease the applicable Rebate Factor by the applicable percentage (the "Adjustment Rate") set forth in the table below for every 0.5% (50 basis points) by which the Effective Federal Funds Rate ("EFFR") exceeds 5.25%. Issuer will evaluate the EFFR on a quarterly basis (based on calendar year) on the last day of the relevant quarter, and will apply the Adjustment Rate, if applicable, to the Volume Rebate with respect to the subsequent quarter. Subsequent to any decrease pursuant to this section, if the EFFR decreases, Issuer may, in its sole discretion, increase the Rebate Factor by the same Adjustment Rate, provided that Rebate Factor will never exceed the amounts set forth in the table above.

BILLING/INVOICING FREQUENCY:	ADJUSTMENT RATE:
Weekly	0.01% (1 basis point)
Bi-Weekly	0.02% (2 basis points)
Monthly	0.05% (5 basis points)

Payment. Volume Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Factor. Volume Rebates shall be paid monthly in arrears.

2. Payment Timing Rebate. In addition to the Volume Rebate set forth above, Customer may qualify for an additional rebate based upon Issuer receiving payment prior to the payment due date. Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table of all Monthly Retail Transactions charged to your accounts (the "Payment Timing Rebate"). Customer shall select the billing cycle and payment frequency for the Agreement by placing an X in the "Election" column in the following Payment Timing Table.

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PAYMENT TIMING TABLE

Bill Presentment	Payment Timing Options: Payment in full within the following calendar days of the billing date appearing on your invoice	Basis Points (Rebate Percentage)
Monthly	0	20 basis points (0.20%)
Monthly	1	19 basis points (0.19%)
Monthly	2	18 basis points (0.18%)
Monthly	3	17 basis points (0.17%)
Monthly	4	16 basis points (0.16%)
Monthly	5	15 basis points (0.15%)
Monthly	6	14 basis points (0.14%)
Monthly	7	13 basis points (0.13%)
Monthly	8	12 basis points (0.12%)
Monthly	9	11 basis points (0.11%)
Monthly	10	10 basis points (0.10%)
Monthly	11	9 basis points (0.09%)
Monthly	12	8 basis points (0.08%)
Monthly	13	7 basis points (0.07%)
Monthly	14	6 basis points (0.06%)
Monthly	15	5.5 basis points (0.055%)
Monthly	16	5 basis points (0.05%)
Monthly	17	4.5 basis points (0.045%)
Monthly	18	4 basis points (0.04%)
Monthly	19	3.5 basis points (0.035%)
Monthly	20	3 basis points (0.03%)
Monthly	21	2.5 basis points (0.025%)
Monthly	22	2 basis points (0.02%)
Monthly	23	1.5 basis points (0.015%)
Monthly	24	1 basis points (0.01%)
Monthly	25	0.5 basis points (0.005%)
Monthly	26	0 basis points

a. Calculation. Payments must be received and posted in the WEX systems in accordance with the option selected in order for the Payment Timing Incentive to apply. Please allow enough time for your payment to be sent from your financial institution and to be received and processed by Issuer.

b. Conditions. This discount will be applied at the time Issuer completes the Direct Debit (when applicable). In order to enroll in the Direct Debit program, Customer must complete a Direct Debit Enrollment Form. The Early Pay Rebate set forth herein is expressly conditioned on the following: (1) Receipt of payment in accordance with one of the options set forth in the Payment Timing Table (above); and (2) utilization of centralized billing by Customer (i.e. one bill, one payment); and (3) electronic reporting (i.e. no paper reports).

c. Payment. Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Factor. Payment Timing Rebates shall be paid monthly in arrears.

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STATE EXCEPTIONS APPENDIX

1. Governing Law
2. Any other issues specific to the governmental entity should be listed and agreed to here.

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Tabulation Sheet
IFB 4803
Fleet Fuel Cards

Bidder	WEX Bank (Sandy, UT)	SimplyFuel Solutions LLC (San Antonio, TX)	Mansfield Oil Company of Gainesville, Inc. (Gainesville, GA)	Circle K Stores, Inc. (Tempe, AZ)
Account Set Up Fee(s):	$0.00	$0.00	$0.00	$0.00
Monthly Fleet Card Fee(s) (per card):	$0.00	$0.00	$0.00	$0.00
Annual Account Maintenance Fee(s):	$0.00	$0.00	$0.00	$0.00
Software Fee(s):	$0.00	$0.00	$0.00	$0.00
Replacement Card Fee(s):	$0.00	$0.00	$0.00	$0.00
Other:	Truck Stop Fee $3.00/transaction		Overnight Card Shipping Fee $20.00	Tier 1 Truck Stop $2.00/transaction
Other:	Overnight Card Shipping Cost Varies			Replacement Card Fee $3.00
Other:	Paper Delivery Fee $10.00			
Discount from Pump Price for Unleaded:	$0.025/gallon (Kum and Go) $0.01/gallon (Wallis) $0.01/gallon (Warrenton Oil) $0.02/gallon (Rhodes 101) $0.03/gallon (Ayers Oil) $0.02/gallon (Thoele) $0.03/gallon (Hy-Vee) $0.01/gallon (Midwest Energy) $0.02/gallon (Road Ranger)	$0.0300	$0.0350	$0.1000
Discount from Pump Price for Diesel:	$0.03/gallon (Kum and Go) $0.01/gallon (Wallis) $0.01/gallon (Warrenton Oil) $0.02/gallon (Rhodes 101) $0.03/gallon (Ayers Oil) $0.02/gallon (Thoele) $0.03/gallon (Hy-Vee) $0.02/gallon (Midwest Energy) $0.00/gallon (Road Ranger)	$0.0300	$0.0350	$0.1000
Other Discounts:	Rebates: 1.85% (per State of MO Contract)			
Other Discounts:	Prompt Pay Rebates: 0.10% (Pay within 10 Calendar Days) 0.15% (Pay within 5 Calendar Days)			
Other Discounts:				
Other Discounts:				
# of City Fueling Sites:	56	20	24	4

Bid 4803 was advertised in the St. Charles County Business Record, the St. Louis Countian and on the City's Website beginning August 22, 2025.
Bids were due prior to 2:00 pm on Friday, September 29, 2025.

This is only a tabulation sheet. It does not indicate who has or will be awarded the Bid.

Paul Feldmann
Purchasing Manager
200 North Second Street
St. Charles, Missouri 63301
paul.feldmann@stcharlescitymo.gov

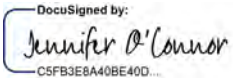
Certificate Of Completion

Envelope Id: 00B96886-AF69-448A-94F0-A777FE05C89D
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf
Source Envelope:
Document Pages: 127
Signatures: 6
Certificate Pages: 3
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Paul Feldmann
200 N Second St
Saint Charles, MO, MO 63301
paul.feldmann@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
1/5/2026 1:24:40 PM
Holder: Paul Feldmann
paul.feldmann@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DocuSigned by:  C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/5/2026 1:29:48 PM Viewed: 1/5/2026 1:32:20 PM Signed: 1/5/2026 1:32:30 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148 Signed using mobile	Sent: 1/5/2026 1:32:34 PM Viewed: 1/5/2026 1:33:01 PM Signed: 1/5/2026 1:33:16 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/5/2026 1:33:20 PM Viewed: 1/5/2026 1:35:40 PM Signed: 1/5/2026 1:36:11 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)	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/5/2026 1:36:15 PM Viewed: 1/5/2026 1:49:16 PM Signed: 1/5/2026 1:49:26 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 24.171.100.32	Sent: 1/5/2026 1:49:32 PM Viewed: 1/5/2026 3:20:42 PM Signed: 1/5/2026 3:21:26 PM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/5/2026 3:21:31 PM Viewed: 1/5/2026 4:02:25 PM Signed: 1/5/2026 4:02:37 PM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 35.130.51.195	Sent: 1/5/2026 4:08:13 PM Viewed: 1/5/2026 4:08:29 PM Signed: 1/5/2026 4:08:41 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/5/2026 4:02:42 PM Viewed: 1/5/2026 4:18:14 PM Signed: 1/5/2026 4:18:28 PM
Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 1/5/2026 4:18:33 PM Viewed: 1/6/2026 5:57:10 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Signer Events	Signature	Timestamp
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 1/5/2026 4:02:41 PM Viewed: 1/5/2026 4:04:58 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/5/2026 1:29:48 PM
Envelope Updated	Security Checked	1/5/2026 4:08:12 PM

Payment Events	Status	Timestamps

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 5 upon annex **Sponsor(s):** N.A.

Description:
Case No. SUB-2025-04. (WOCO Partners, LLC) An application for 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. The property is generally located at the southeast corner of Muegge Road and S. Old Highway 94 and is 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 applicant is proposing a Preliminary Plat generally located at the southeast corner of Muegge Road and S. Old Highway 94, containing thirty-four (34) lots at this location for attached townhomes with common ground. As submitted, the proposal is compliant with the Subdivision and Zoning Ordinances for the City of St. Charles. Associated with this application is an annexation and establishment of zoning (Z-2025-12) for City Council review and approval. The applicant has been approved for three (3) variances at the January 5, 2025 Board of Adjustment meeting for the residential portion of the project: reducing the minimum lot width, lot depth for Lots 31–34, and the minimum side yard setback. Due to the timing of the Planning and Zoning Commission review (December 8, 2025) and the Board of Adjustment meeting, a condition has been added stating that preliminary plat approval is contingent upon approval of all three (3) variances (which has been accomplished). While accomplished, the condition should remain as this was the approval from the Planning and Zoning Commission.

The Planning and Zoning Commission considered this item at their December 8, 2025 meeting. The Commission forwarded a recommendation for approval to the City Council (7 in favor, 2 abstained, 0 opposed) subject to the attached condition.

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

Fiscal Impact: N/A

Account #:

Project #:

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

SUB-2025-04: Hawthorne Grove- Recommended Conditions

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).

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:

Direction	Zoning	Use
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.

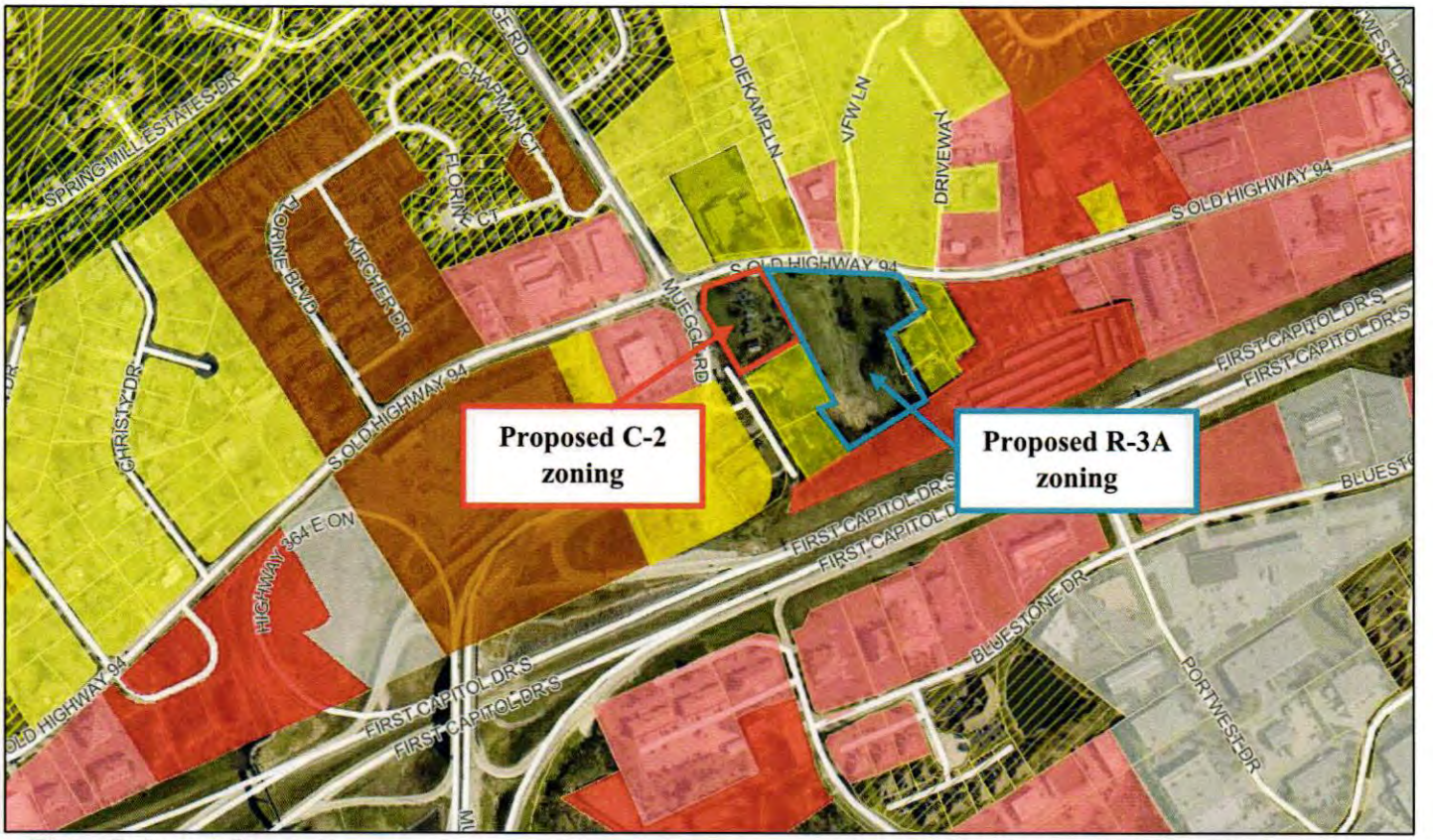


Figure 1: Area zoning map.

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 <u>not</u> 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.

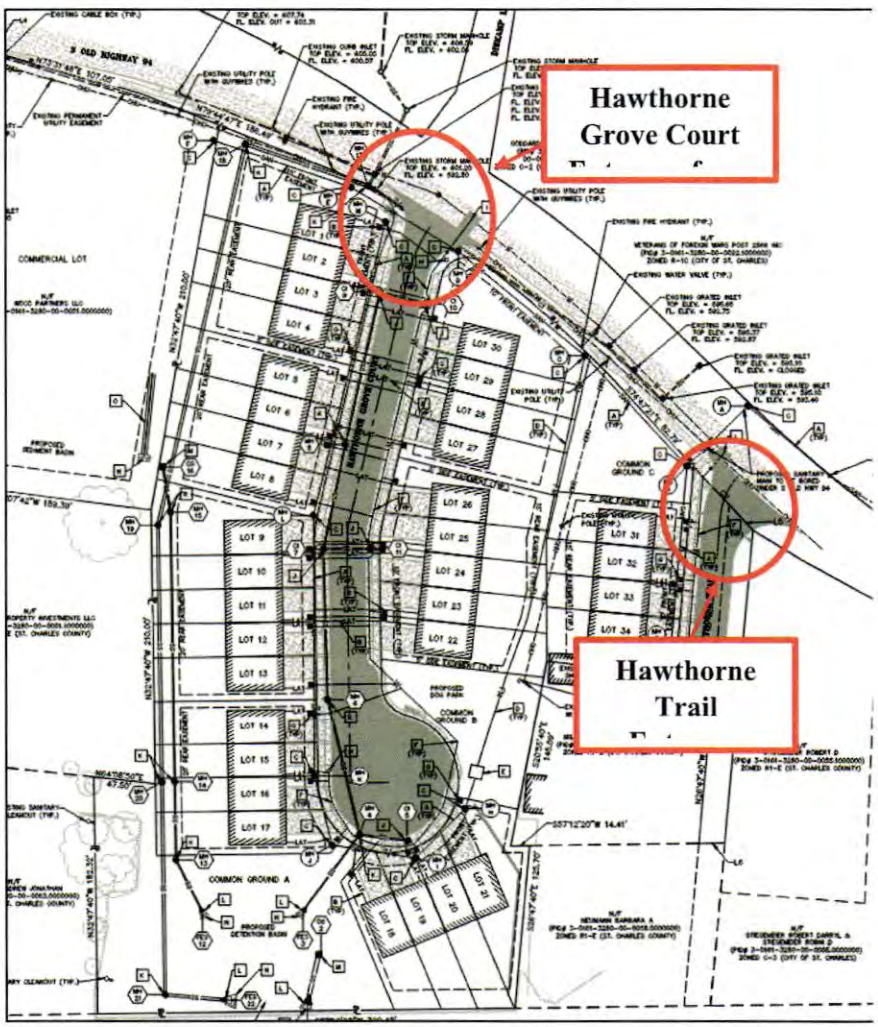


Figure 3: Proposed access points.

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.*

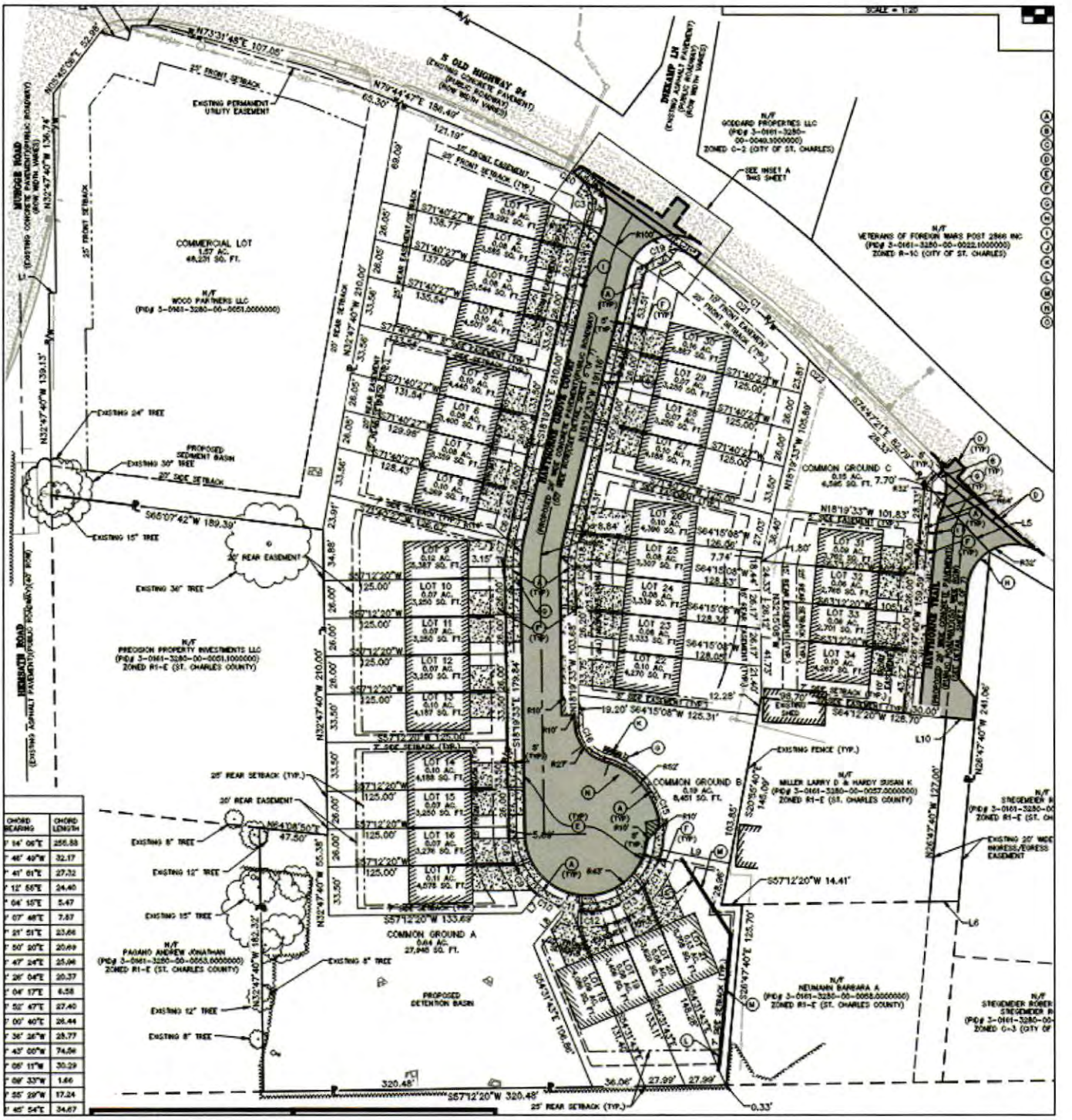

S OLD HIGHWAY 94
HAWTHORNE GROVE DRIVE
COMMERCIAL LOT
1.57 AC.
68,231 SQ. FT.
COMMON GROUND A
0.64 AC.
27,945 SQ. FT.
COMMON GROUND B
0.19 AC.
8,451 SQ. FT.
COMMON GROUND C
0.15 AC.
6,540 SQ. FT.
PROPOSED DETENTION BASIN
PROPOSED SEDIMENT BASIN
S57°12'20"W 320.48'
S57°12'20"W 133.69'
S57°12'20"W 14.41'
S64°12'20"W 128.70'
S65°07'42"W 189.39'
N32°47'40"W 139.13'
N32°47'40"W 210.00'
N32°47'40"W 241.06'
N32°47'40"W 182.32'
N32°47'40"W 122.00'
N79°44'47"E 158.40'
N79°31'48"E 107.05'
N65°56'58"E 552.38'
N32°47'40"W 136.74'
N18°19'33"W 101.83'
S64°15'08"W 126.06'
S64°15'08"W 128.53'
S64°15'08"W 128.05'
S64°15'08"W 125.31'
S64°31'43"E 106.86'
S20°55'40"E 146.09'
S26°47'40"E 125.70'
S74°47'21"E 62.79'
S74°47'21"E 108.89'
N18°19'33"W 108.89'
N18°19'33"W 179.84'
N18°19'33"W 191.16'
N18°19'33"W 210.00'
N18°19'33"W 159.50'
N32°15'05"W 103.68'
N32°15'05"W 41.25'
S71°40'27"W 138.77'
S71°40'27"W 137.09'
S71°40'27"W 136.54'
S71°40'27"W 131.54'
S71°40'27"W 129.95'
S71°40'27"W 128.43'
S71°40'27"W 125.00'
S71°40'27"W 126.00'
S71°40'27"W 125.00'
S71°40'27"W 125.00'
S71°40'27"W 125

Figure 5: Aerial view of subject property.

PRELIMINARY PLAT

VICINITY MAP
NO SCALE

DRAWING LEGEND

RIGHT-OF-WAY	R/W	NEW MAJOR CONTOUR	XXX
PROPERTY LINE		NEW MINOR CONTOUR	
EXISTING MAJOR CONTOUR	XXX	NEW SETBACK LINE	
EXISTING MINOR CONTOUR		NEW EASEMENT LINE	
EXISTING EASEMENT		NEW FENCE	
EXISTING FENCE		NEW STORM SEWER PIPE	SS
EXISTING OVERHEAD UTILITIES	OHU	NEW WATER LINE	W
EXISTING WATER LINE	W	NEW SANITARY MAIN	SAN
EXISTING STORM SEWER	SS	NEW SANITARY LATERAL	LAT
EXISTING SANITARY LINE	SAN	SANITARY MANHOLE	
EXISTING SANITARY MANHOLE	S	STORM MANHOLE	
EXISTING SANITARY/STORM CLEAN-OUT	S/S	STORM INLET	
EXISTING CURB INLET	C	FLARED END SECTION	
EXISTING GRATED INLET	G	GRATED INLET	
EXISTING STORM MANHOLE	S	GRATED INLET WITH SIDE INTAKE	
EXISTING FLARED END SECTION	D	SIGN	
EXISTING SIGN	I	WATER VALVE	
EXISTING WATER VALVE	V	FIRE HYDRANT	
EXISTING FIRE HYDRANT	H	WATER METER	
EXISTING WATER METER	W	LIGHT	
EXISTING UTILITY POLE	P	NEW BUILDING	
EXISTING LIGHT	L	NEW STANDARD DUTY CONCRETE	
BENCHMARK	BM	NEW CONCRETE PAVEMENT/SIDEWALK	
EXISTING TREE			
EXISTING TREELINE			
EXISTING BUILDING			
EXISTING ASPHALT PAVEMENT			
EXISTING CONCRETE PAVEMENT			
EXISTING GRAVEL			

SITE LEGEND

- (A) NEW CONCRETE SIDEWALK. SEE DETAIL, SHEET 5 OF 7.
- (B) NEW CONCRETE SIDEWALK PER CITY OF ST. CHARLES STANDARDS.
- (C) NEW ACCESSIBLE RAMP. SEE DETAIL, SHEET 5 OF 7.
- (D) NEW CROSSWALK. SEE DETAIL, SHEET 5 OF 7.
- (E) NEW CUL-DE-SAC.
- (F) NEW CONCRETE DRIVEWAY.
- (G) NEW STREET LIGHT. PER UTILITY PROVIDER.
- (H) NEW STOP AND STREET SIGN. SEE DETAIL, SHEET 5 OF 7.
- (I) NEW SPEED LIMIT SIGN. SEE DETAIL, SHEET 5 OF 7.
- (J) NEW MONUMENT SIGN. PER SEPARATE PERMIT.
- (K) NEW MAILBOX CLUSTER. SEE DETAIL, SHEET 5 OF 7.
- (L) NEW RETAINING WALL. SEE DETAIL, SHEET 5 OF 7.
- (M) NEW 4' TALL METAL FENCE. SEE DETAIL, SHEET 5 OF 7.
- (N) NEW PARKING AREA. SEE DETAIL, SHEET 8 OF 7.
- (O) CONTRACTOR TO SAW CUT EXISTING PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT.

NOTES:
1. TOTAL SITE ACREAGE: ± 286,381 SQ. FT. OR ±6.57 ACRES
2. EXISTING ZONING: R1-E ST. CHARLES COUNTY
   PROPOSED ZONING: R-3A/C-2 CITY OF ST. CHARLES
3. BUILDING SETBACKS:
   R-3A SETBACKS
   FRONT – 25'
   REAR – 25'
   SIDE – 7'
   C-2 SETBACKS
   FRONT – 25'
   REAR – 0'/20' ADJOINING RESIDENTIAL
   SIDE – 0'/20' ADJOINING RESIDENTIAL
4. THE SITE LAND USE SHALL BE MULTI-FAMILY RESIDENTIAL AND COMMERCIAL
5. THIS SITE IS SERVED BY:
   WATER – MISSOURI AMERICAN WATER
   SEWER – CITY OF ST. CHARLES
   TELEPHONE – MO/AT&T
   ELECTRIC – AMEREN
   GAS – SPIRE MISSOURI EAST
   FIBEROPTIC – AT&T/CHARTER
   FIRE – CENTRAL COUNTY FIRE PROTECTION DISTRICT
6. THIS SITE FALLS WITHIN UNSHADED "ZONE X", AREAS TO BE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN, PER FIRM, FLOOD INSURANCE RATE MAP, FOR CITY OF ST. CHARLES, MISSOURI, MAP NUMBER 29183C0235G, EFFECTIVE DATE OF JANUARY 20, 2016. FLOOD ZONES ARE DETERMINED BY SCALING
7. EFFORTS WILL BE MADE TO DIRECT DRAINAGE TO EXISTING DISCHARGE POINTS.
8. ALL UTILITIES ARE TO BE LOCATED UNDERGROUND.
9. THE SITE SHALL CONFORM TO THE CITY OF ST. CHARLES STANDARDS.
10. NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
11. THIS DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY.
12. LOCATION, REPLACEMENT, AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
13. ALL MECHANICAL, HVAC, AND UTILITY EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW ACCORDING TO CITY REQUIREMENTS.
14. STORMWATER SHALL BE DIRECTED TO EXISTING DISCHARGE POINTS.
15. ALL DISTURBED AREAS INTENDED FOR GRASS SHALL BE SODDED.
16. THE ADMINISTRATION OF THE LANDSCAPING PLAN FOR THIS PROJECT WILL BE ACCOMPLISHED VIA THE PROVIDED PLAN FOR LOCATION, TYPE, SIZE AND QUANTITY.
17. UNDERGROUND STRUCTURES, FACILITIES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, DEEDS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE ADDITIONAL OR OTHER UTILITIES NOT SHOWN.
18. ALL SIGNAGE SHALL BE PERMITTED VIA A SEPARATE PERMIT APPLICATION.

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 8, OF BLOCK 6, OF STEEN AND CUNNINGHAM'S SUBDIVISION OF A PART OF THE COMMONS OF ST. CHARLES IN U.S. SURVEY 3280, TOWNSHIP 46, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, PER THE PLAT THEREOF RECORDED IN CABINET C, DRAWER E-O 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 CUNNINGHAM'S 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 ROAD AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ANDREW JONATHAN PAGANO BY DOCUMENT 2022R-051868 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 2023R-016537 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, SAID POINT BEARS NORTH 52 DEGREES 21 MINUTES 15 SECONDS WEST 1.83 FEET FROM AN IRON ROD; THENCE ALONG SAID SOUTH LINE NORTH 84 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 BEARS SOUTH 30 DEGREES 35 MINUTES 30 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 48 SECONDS EAST 20.00 FEET; THENCE NORTH 16 DEGREES 09 MINUTES 12 SECONDS WEST 10.00 FEET; THENCE NORTH 57 DEGREES 12 MINUTES 48 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 63 DEGREES 14 MINUTES 06 SECONDS EAST 255.88 FEET; THENCE ALONG SAID CURVE 256.61 FEET; THENCE SOUTH 74 DEGREES 47 MINUTES 21 SECONDS EAST 82.76 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 48 MINUTES 49 SECONDS EAST 32.17 FEET; THENCE ALONG SAID CURVE 32.17 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 48 SECONDS EAST 26.70 FEET TO A POINT ON THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO STEGEMEIER, ROBERT D BY A DEED RECORDED IN BOOK 5864, 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 STEGEMEIER TRACT SOUTH 38 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 38 DEGREES 47 MINUTES 40 SECONDS WEST 127.00 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING DISTANT SOUTH 38 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 145.08 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 3745, PAGE 1438 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 28 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 8098, 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.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 12' 19.98"W	5.00
L2	S73° 31' 48.98"W	20.00
L3	S18° 06' 12.04"E	10.00
L4	S57° 12' 18.68"W	21.89
L5	N75° 18' 46.32"W	26.70
L6	N57° 12' 20.04"E	20.11
L7	N07° 18' 12.86"E	18.34
L8	S07° 18' 12.86"W	32.01
L9	N89° 04' 20.16"E	47.35
L10	N63° 12' 20.04"E	20.00

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	256.61	872.19	S63° 14' 06"E	255.88
C2	32.17	930.00	N75° 48' 49"W	32.17
C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 12' 55"E	24.40
C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.69	125.00	S27° 21' 51"E	23.66
C8	20.82	54.00	S43° 50' 20"E	20.69
C9	26.21	54.00	S68° 47' 24"E	25.96
C10	20.49	54.00	N86° 26' 04"E	20.37
C11	8.58	54.00	N72° 04' 17"E	8.58
C12	27.71	54.00	N53° 53' 47"E	27.40
C13	28.71	54.00	N25° 00' 40"E	28.44
C14	29.12	54.00	N04° 36' 28"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.58
C16	32.54	25.00	N70° 05' 11"W	30.29
C17	1.66	75.00	N32° 06' 33"W	1.66
C18	17.28	75.00	N24° 55' 28"W	17.24
C19	41.77	20.14	N35° 45' 54"E	34.87
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	106.14	872.19	N81° 01' 17"W	106.07
C22	40.14	872.19	N76° 07' 06"W	40.13

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC
4481 STATE HWY Z
WENTZVILLE, MO 63385

SCALE: 1"=20'
SEPTEMBER, 2025

SCALE: 1"=40'
SEPTEMBER, 2025

INSET 'A'
SCALE = 1:20

TYPICAL LOT DETAIL
NOT TO SCALE

PROJECT DENSITY:
RESIDENTIAL PROPERTY = 5.00 AC.
34 PROPOSED UNITS
34/5.00 = 6.80
DWELLINGS PER ACRE = 6.80

NOTE:
LOTS 18 THROUGH 31 ARE MORE SUSCEPTIBLE TO STREET MOVEMENT.

NOTE:
ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. ALL RADIUS CALLOUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

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• Airport Planning
Missouri State Certificate of Authority Number: 2010000046

The seals appearing on the document were authorized by Eric S. Kirchner, PE 2007004818 on 10/3/25
All data and information contained in the hard copy or digital media version of these plans shall be strictly limited to the printed (bearing wet) version.

ERIC SCOTT KIRCHNER
NUMBER 2007004818
PROFESSIONAL ENGINEER
STATE OF MISSOURI
ERIC S. KIRCHNER
E-2007004818

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

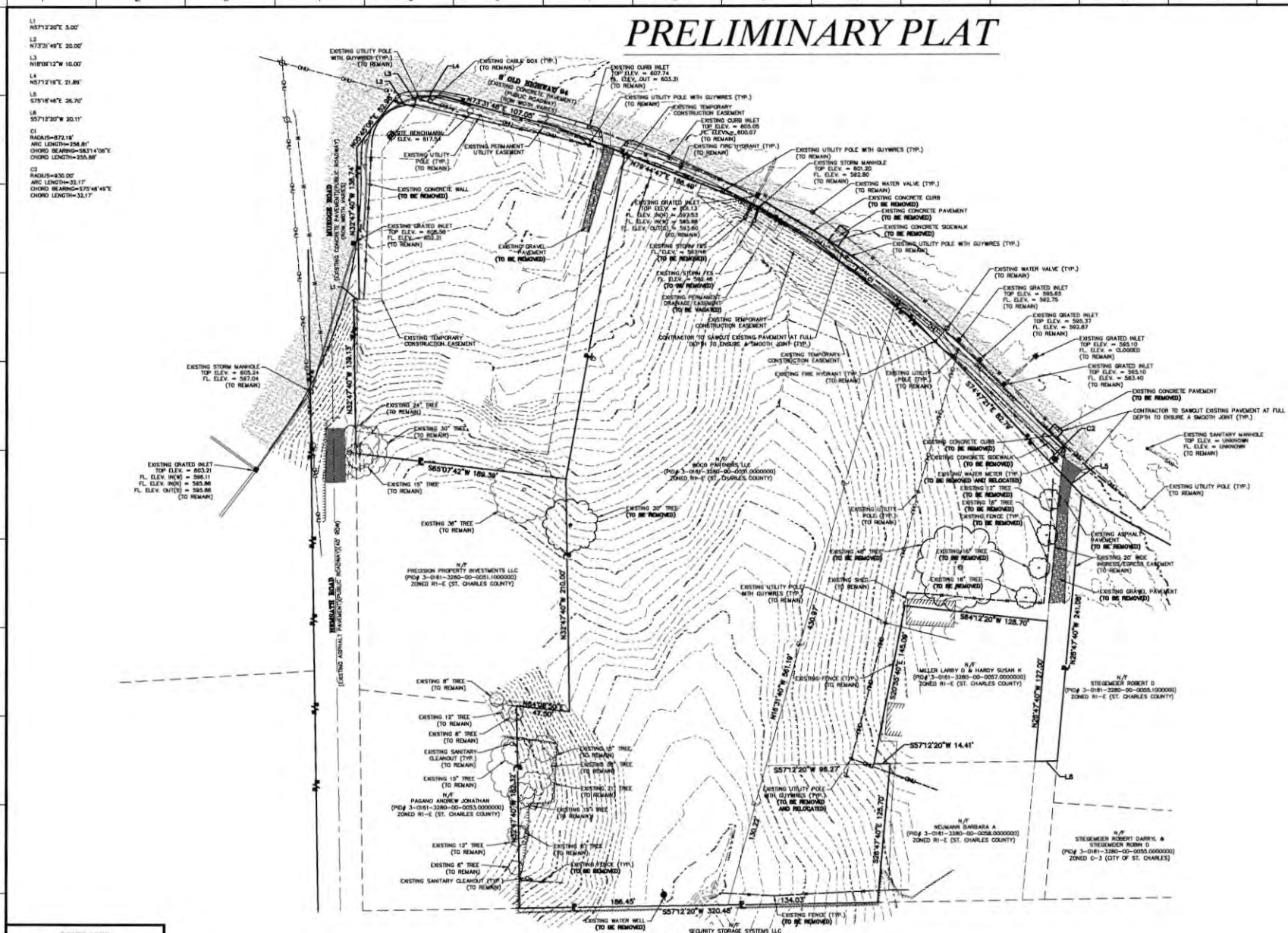
DRAWN BY	CHECKED BY	APPROVED BY
MSC	ESK	
MSC	ESK	
ERH	ESK	

DATE	DESCRIPTION
10/3/25	PER CITY COMMENTS
09/4/25	PER CITY COMMENTS

DATE: SEPT. 2025
SCALE: 1:40
PROJECT NO.: M23-8740B
SHEET NO.: 1 OF 7

PRELIMINARY PLAT - SITE PLAN

PRELIMINARY PLAT



DEVELOPER:
KARRENBROCK CONSTRUCTION INC
4481 STATE HWY Z
WENTZVILLE, MO 63385

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

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636-337-5700 (fax)
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• Master Planning
Missouri State Certificate of Authority Numbers: 2001000046

No working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

All Work shall be performed in accordance with the latest edition of the Missouri Standard Specifications for Highway Construction.

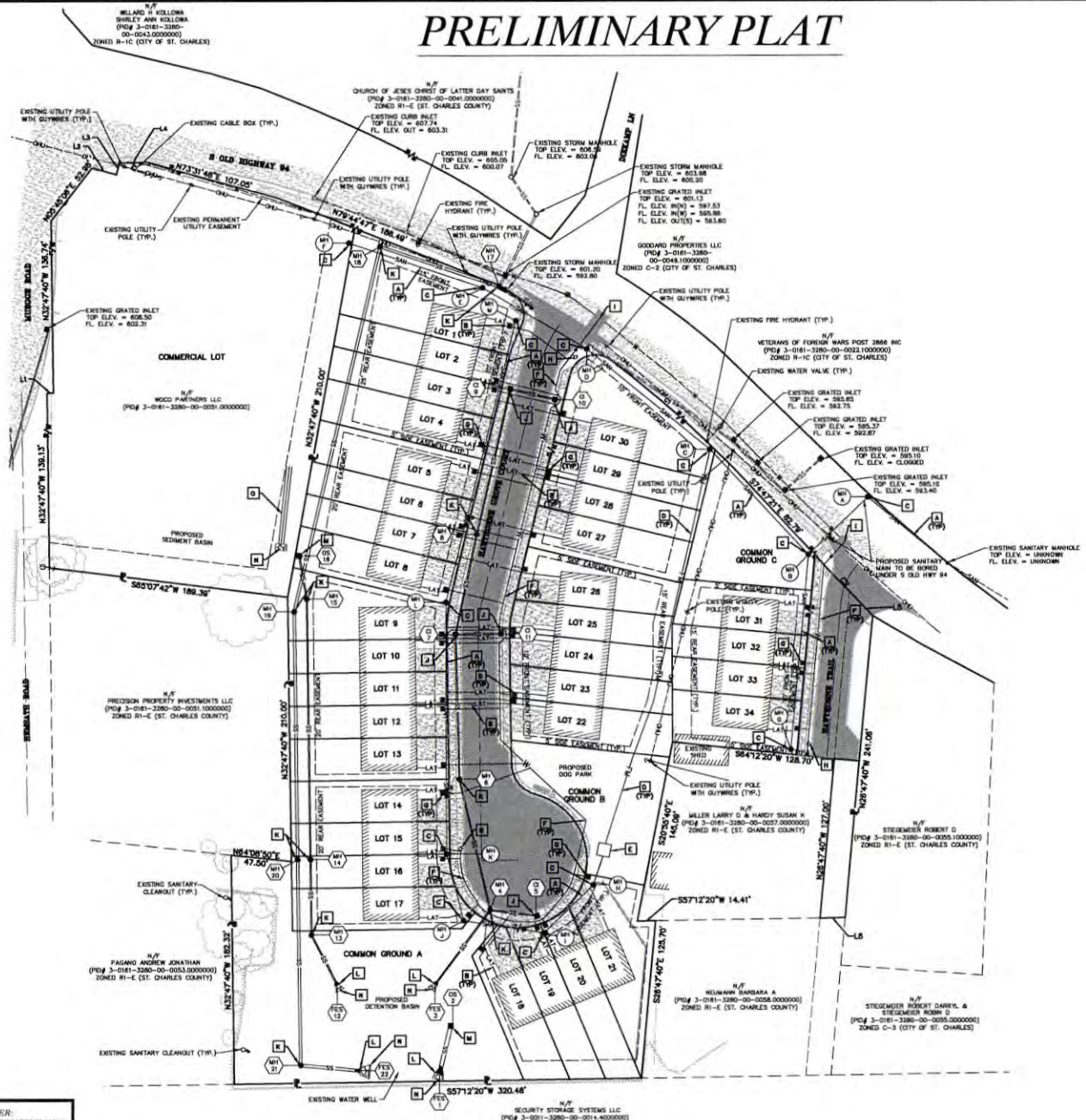
STATE OF MISSOURI
ERIC SCOTT KROHNER
E-2001004618
12/1/2025
ERIC S. KROHNER
E-2001004618

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

DATE	APPD BY
12/1/25	ESK
11/7/25	ESK
10/7/25	MSC
9/5/25	MSC

PRELIMINARY PLAT - EXISTING CONDITIONS
DRAWN BY: ERH
CHECKED BY: ESK
DATE: SEPT. 2025
SCALE: 1:40
PROJECT NO.: M23-8740B
SHEET NO.: 2 OF 7

PRELIMINARY PLAT



UTILITY LEGEND

A	NEW 8"ø SDR 35 PVC SANITARY MAIN.
B	NEW 6"ø SDR 35 PVC SANITARY LATERAL.
C	NEW SANITARY MANHOLE.
D	NEW FORCE MAIN.
E	NEW LIFT STATION.
F	NEW 8"ø C900 PVC WATER MAIN.
G	NEW WATER METER/SERVICE LINE.
H	NEW FIRE HYDRANT.
I	CONNECT TO EXISTING WATER MAIN.
J	NEW CURB INLET.
K	NEW STORM MANHOLE.
L	NEW FLARED END SECTION.
M	NEW OUTFALL STRUCTURE.
N	NEW RIP RAP PAD.
O	TEMPORARY SLOPE DRAINS.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 12' 19.98"W	5.00
L2	S73° 31' 48.96"W	20.00
L3	S18° 09' 12.04"E	10.00
L4	S57° 12' 18.88"W	21.89
L5	N75° 18' 46.33"W	25.70
L6	N57° 12' 20.04"E	20.11
L7	N07° 18' 12.86"E	16.34
L8	S27° 18' 12.86"W	32.01
L9	N69° 04' 20.16"E	47.35

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
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C4	24.44	125.00	S10° 12' 55"E	24.40
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C7	23.68	125.00	S27° 21' 51"E	23.68
C8	20.82	54.00	S43° 50' 20"E	20.69
C9	26.21	54.00	S68° 47' 24"E	25.96
C10	20.48	54.00	N88° 26' 04"E	20.37
C11	6.39	54.00	N72° 04' 17"E	6.38
C12	27.71	54.00	N53° 52' 47"E	27.40
C13	26.71	54.00	N25° 00' 40"E	26.44
C14	29.13	54.00	N04° 36' 26"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.56
C16	32.54	25.00	N70° 05' 11"W	30.29
C17	1.88	75.00	N32° 08' 33"W	1.88
C18	17.28	75.00	N24° 55' 29"W	17.24
C19	41.77	20.14	N35° 45' 54"E	34.67
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	109.14	872.19	N81° 01' 17"W	109.07
C22	40.14	872.19	N76° 07' 08"W	40.13

NOTE:
ALL WATER MAINS DEEPER THAN THE MAXIMUM COVER OF 72" SHALL BE RESTRAINED DIP MATERIAL.

NOTE:
MINIMUM 10' OF HORIZONTAL SEPARATION BETWEEN WATER AND SANITARY MAINS.

NOTE:
THE WATER DISTRICT REQUIRES A MINIMUM OF 42" AND A MAXIMUM OF 72" OF COVER OVER ITS WATER MAINS.

NOTE:
ALL WATER AND SANITARY CONNECTIONS ARE TO BE MISSOURI AMERICAN STANDARDS.

NOTE:
ALL METER PITS ARE TO BE INSTALLED IN "GREENSPACE" PER WATER DISTRICT SPECIFICATIONS.

NOTE:
THE STORMWATER ON-SITE SHALL ALL BE DIRECTED TO THE PROPOSED DETENTION BASIN LOCATED IN COMMON GROUND A. THIS DETENTION BASIN IS TO BE UTILIZED FOR THE ENTIRE SITE.

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Bethalto, Missouri 62010
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636-337-0760 (fax)
www.ochaninc.com
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• Architecture
• Site Development
• Water Resource Engineering
• Water Resource Planning
Missouri State Certificate of Authority Number: 2010000048

The working days prior to the start of any excavation, you must contact Dig-Rite (1-800-DIG-RITE) for utility location information.

It shall be the responsibility of the contractor to protect all utilities shown on the plans and any others found during excavation.

ERIC SCOTT KIRCHNER
E-2010004618
ERIC S. KIRCHNER
E-2010004618

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

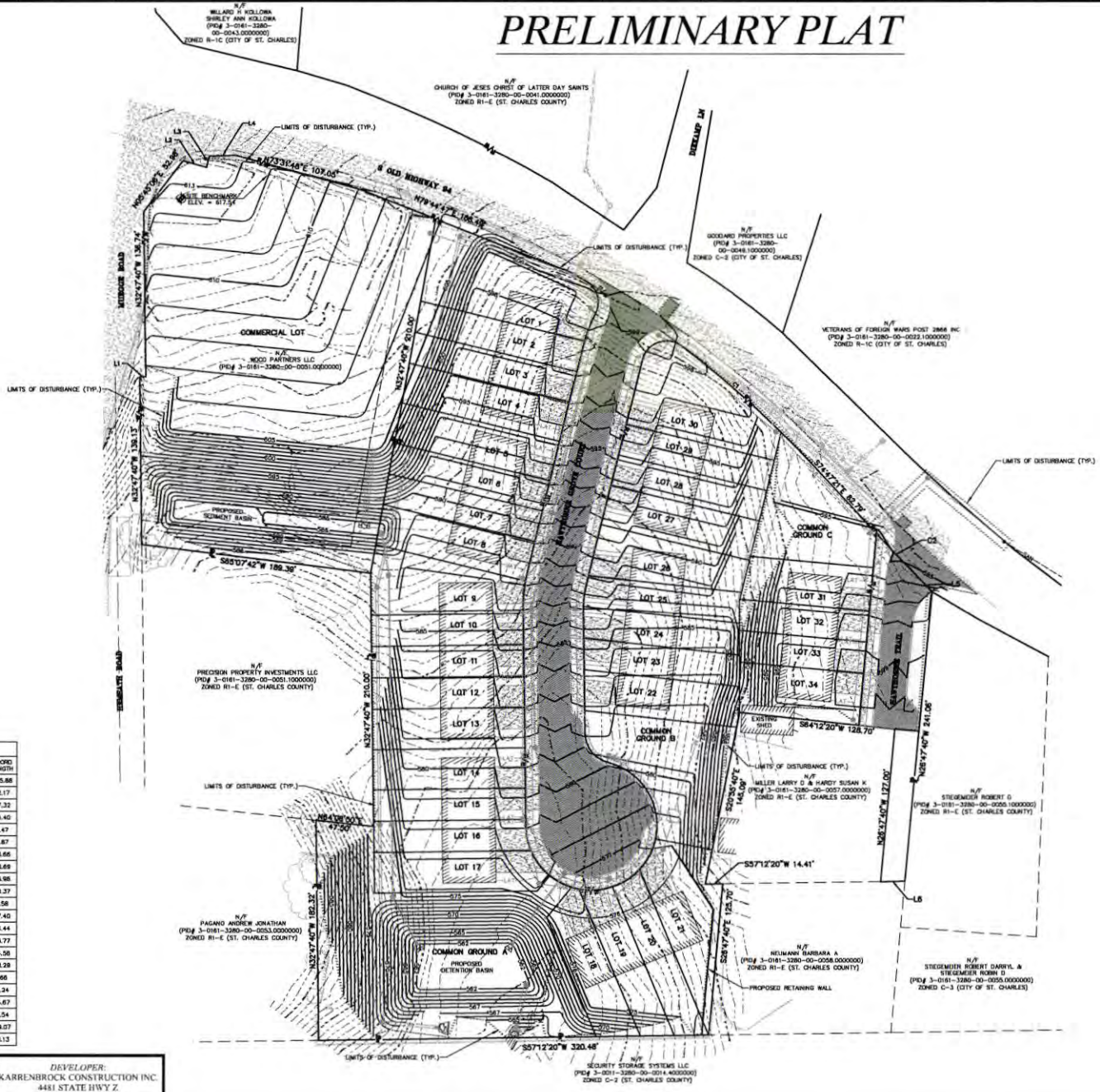
DATE	BY
11/13/25	ESK
10/7/25	WSC
PER CITY COMMENTS	ESK

PRELIMINARY PLAT - UTILITY PLAN

DRN BY	APPD BY
ERH	ESK

DATE: SEPT. 2025
SCALE: 1:40
PROJ NO: M23-87408
SHEET NO: 3 OF 7

PRELIMINARY PLAT



LINE TABLE		
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C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.68	125.00	S27° 21' 51"E	23.66
C8	20.82	54.00	S43° 50' 20"E	20.69
C9	26.21	54.00	S68° 47' 24"E	25.95
C10	20.49	54.00	N86° 26' 04"E	20.37
C11	8.56	54.00	N72° 04' 17"E	8.56
C12	27.71	54.00	N53° 32' 47"E	27.40
C13	26.71	54.00	N25° 00' 40"E	26.44
C14	29.12	54.00	N04° 36' 26"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.56
C16	32.54	25.00	N70° 05' 11"W	30.28
C17	1.66	75.00	N32° 09' 33"W	1.66
C18	17.28	75.00	N24° 55' 28"W	17.24
C19	41.77	20.14	N35° 45' 54"E	34.67
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	109.14	872.19	N81° 01' 17"W	109.07
C22	40.14	872.19	N76° 07' 06"W	40.13

SCALE: 1"=40'
SEPTEMBER, 2025

NOTE:
PROVIDE CITY WITH A COPY OF GRADING COMPACTION TEST RESULTS.

NOTE:
ALL SPOT ELEVATIONS SHOWN ON THIS PLAN ARE TOP OF PAVEMENT UNLESS OTHERWISE NOTED.

SITE DISTURBANCE
TOTAL SITE AREA = 6.57 AC.
DISTURBED AREA = 6.38 AC.

GRADING QUANTITY:
CUT - 9,325 CY.
FILL - 34,338 CY.

NOTE:
THESE QUANTITIES ARE RAW NUMBERS. THE CONTRACTOR SHALL NOT USE THESE NUMBERS AS THEIR BID QUANTITIES. THE CONTRACTOR SHALL DETERMINE THEIR OWN QUANTITIES.

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OWNER:	DEVELOPER:
WOCO PARTNERS LLC 3535 S. SPOEDE LANE TRUESDALE, MO 63383	KARRENBROCK CONSTRUCTION INC. 4481 STATE HWY Z WENTZVILLE, MO 63385

OCHRAN
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636-327-5760 (fax)
North Office
Suite 5
Bartzville, Missouri 63385
• Civil Engineering
• Land Surveying
• Land Planning
• Site Development
• Construction Management
• Project Planning
Missouri State Certificate of Authority Number: 2010000048

The existing data prior to the start of any excavation shall be verified by the utility location authorities.

All work shall be performed in accordance with the rules and regulations of the latest edition of the Missouri Standard Specifications for Highway Construction.

STATE OF MISSOURI
ERIC SCOTT KIRCHNER
E-2001004618
ERIC S. KIRCHNER
E-2001004618

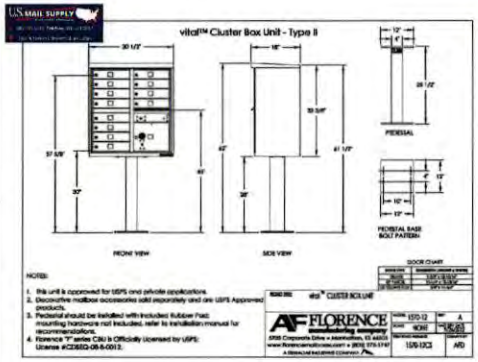
PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

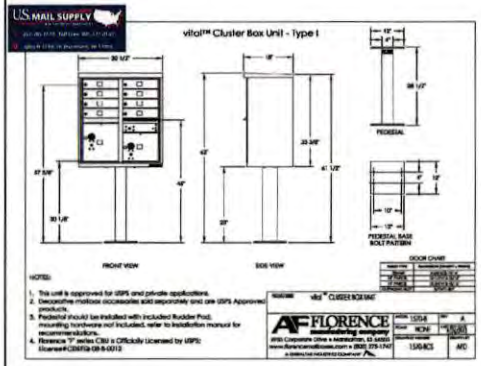
DESCRIPTION	DRAWN BY	APPR BY
11/12/25 PER CITY COMMENTS	MRC	ESK
12/4/25 PER CITY COMMENTS	MRC	ESK

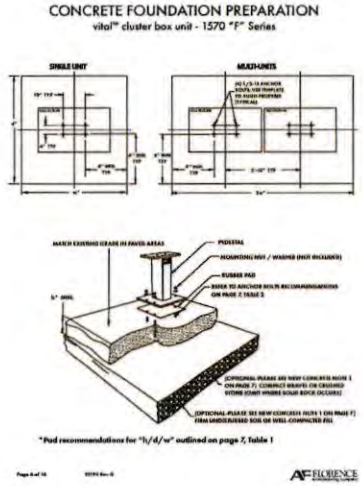
PRELIMINARY PLAT - GRADING PLAN

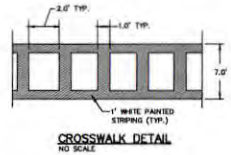
DES BY	ERH
APPR BY	ESK
DATE	SEPT. 2025
SCALE	1:40
ORDER NO	M23-87408
JOB NO	

4 OF 7

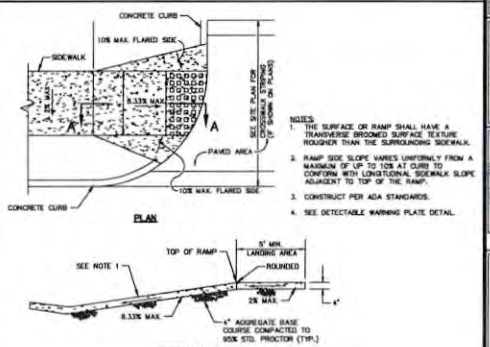






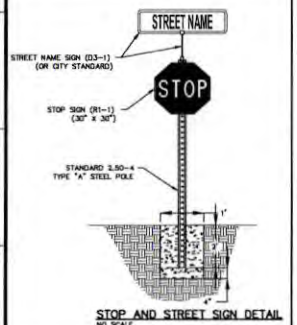


CROSSWALK DETAIL
NO SCALE

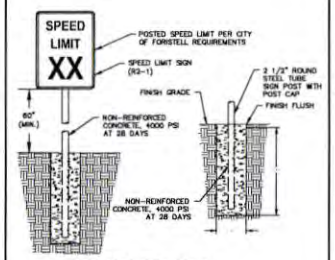


NOTES:
1. THE SURFACE OR RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
2. RAMP SIDE SLOPE VARIES UNIFORMLY FROM A MAXIMUM OF UP TO 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP.
3. CONSTRUCT PER ADA STANDARDS.
4. SEE DETECTABLE WARNING PLATE DETAIL.

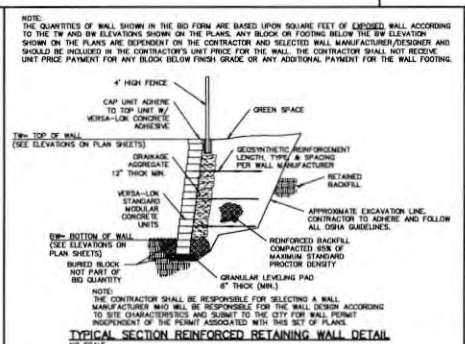
ADA RAMP DETAIL
NO SCALE



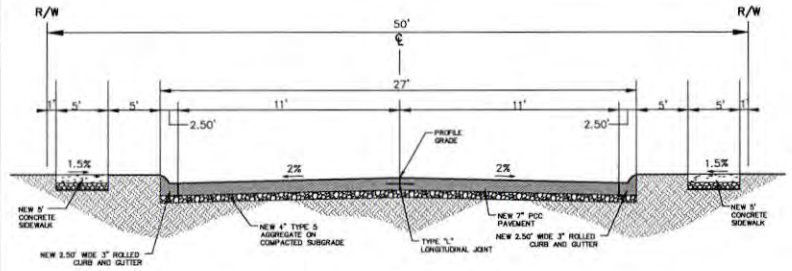
STOP AND STREET SIGN DETAIL
NO SCALE



SPEED LIMIT SIGN DETAIL
NO SCALE



TYPICAL SECTION REINFORCED RETAINING WALL DETAIL
NO SCALE



TYPICAL ROADWAY SECTION
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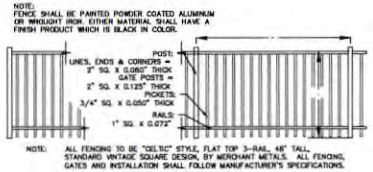
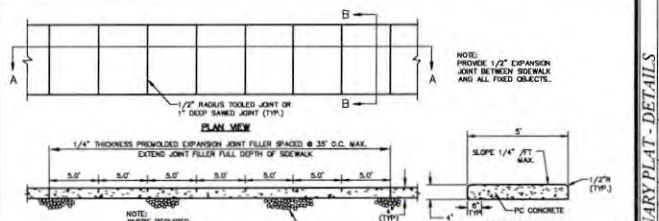


METAL FENCE DETAIL
NO SCALE



CONCRETE SIDEWALK DETAIL
NO SCALE

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OWNER:	DEVELOPER:
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The safety duty plan is the duty of any contractor. Call 1-800-DIG-RITE for utility location information.

All ISHA rules & regulations established for the type of construction in this plan shall be strictly followed [ie. trenching, blasting, etc.]

ERIC SCOTT KIRCHNER E-2001004618 NOTARY SEAL OF MISSOURI
11-5-2025

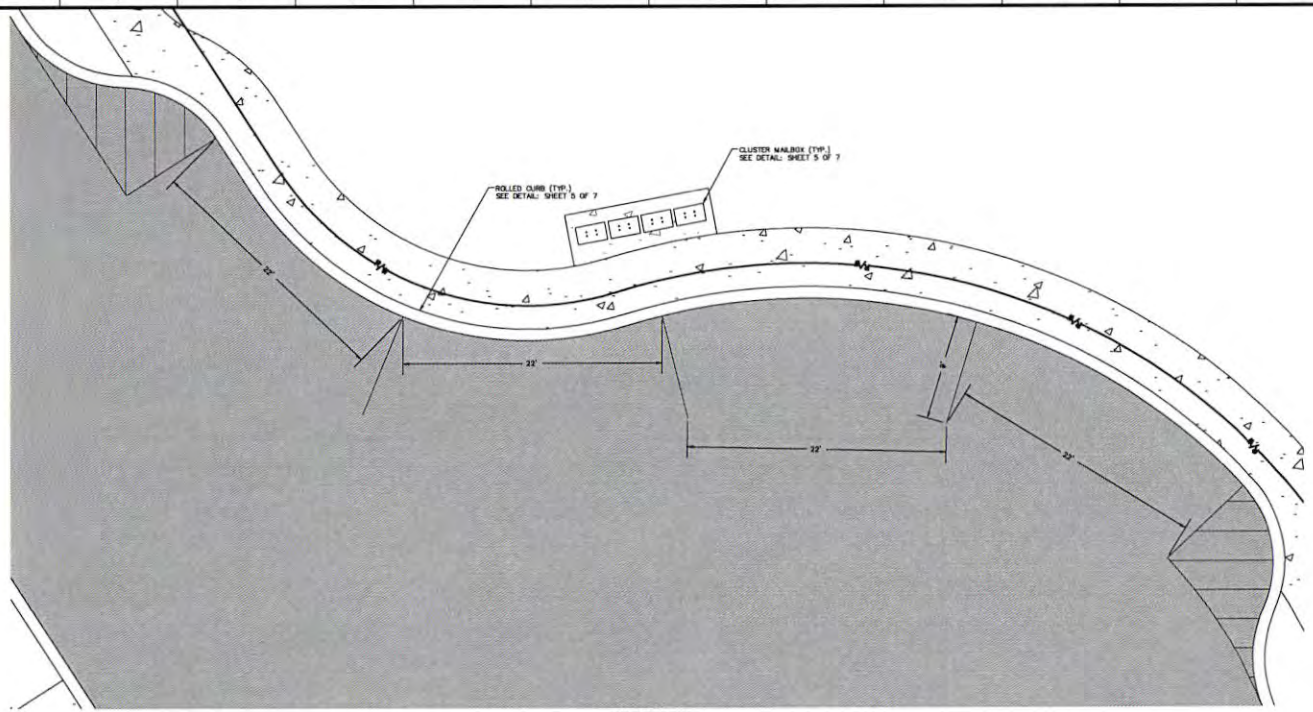
ERIC S. KIRCHNER
E-2001004618

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

DATE	BY	APPD
1/13/26	PER CITY COMMENTS	WEC ESK

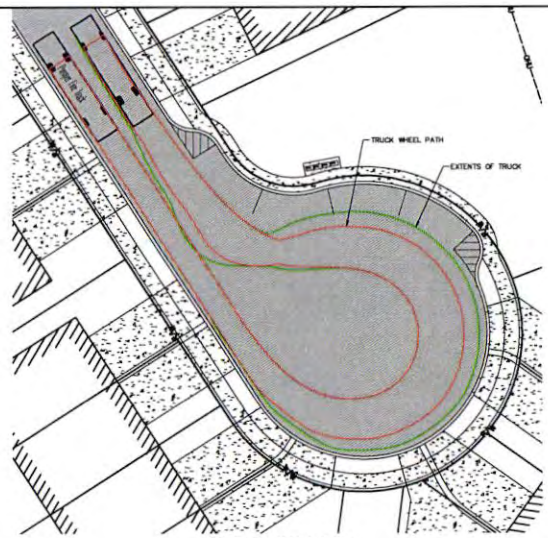
PRELIMINARY PLAT - DETAILS

DES. BY: ERH APPD BY: ESK
DATE: SEPT. 2025
SCALE: NO SCALE
PROJ. NO.: M23-8740B
SHT. NO.: 5 OF 7



PARKING DETAIL

SCALE: 1"=5'
SEPTEMBER, 2025



FIRETRUCK ACCESS DETAIL

SCALE: 1"=20'
SEPTEMBER, 2025

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC.
4481 STATE HWY Z
WENTZVILLE, MO 63385

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Missouri State Certificate of Authority Numbers
2010000046

STATE OF MISSOURI
ERIC SCOTT KIRCHNER
E-2007004618
ERIC S. KIRCHNER
E-2007004618

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

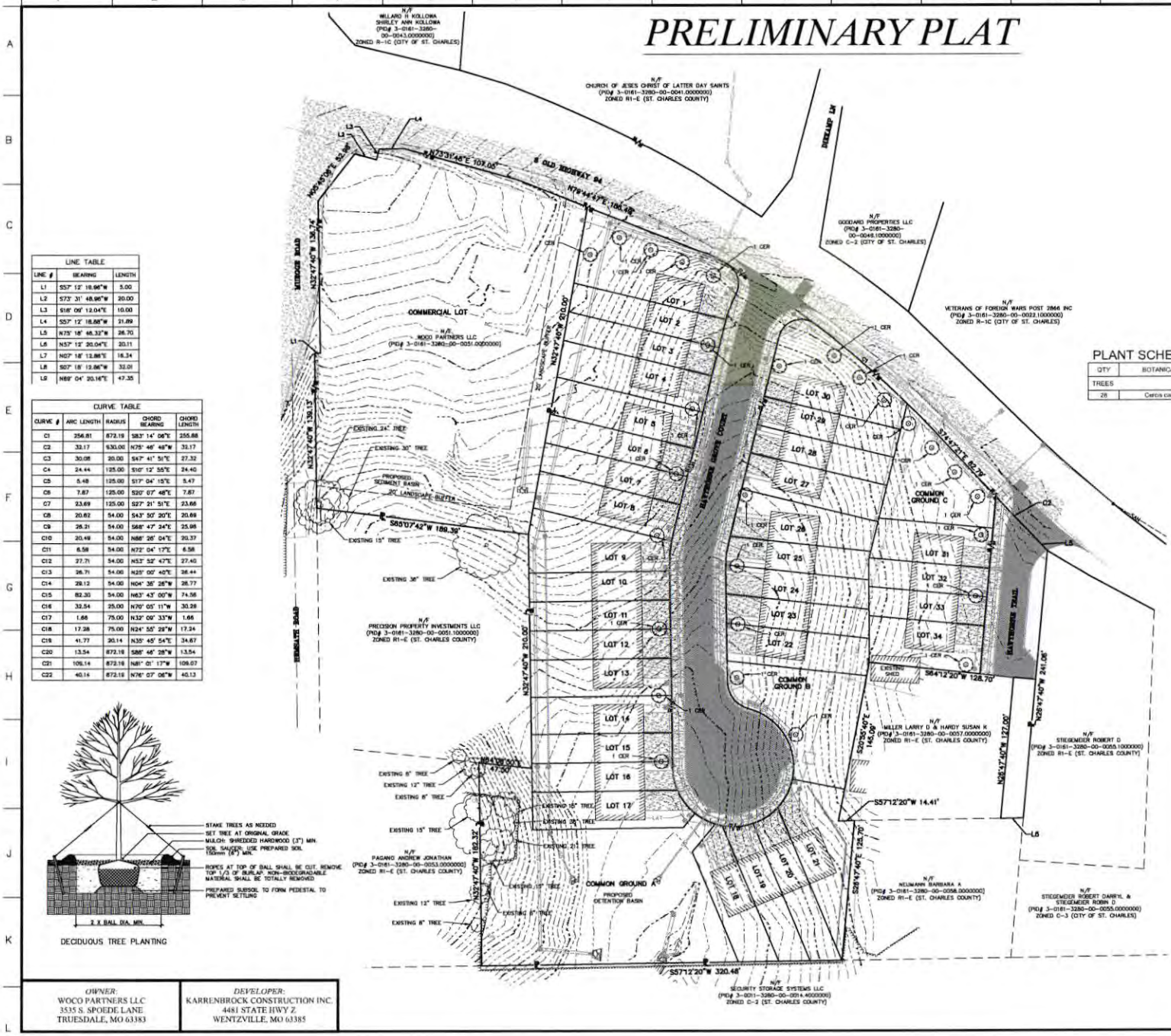
DRN. BY	APPD. BY
WSC	ESK
WSC	ESK

DATE	REVISIONS
11/3/25	PER CITY COMMENTS
12/1/25	PER CITY COMMENTS

PRELIMINARY PLAT - DETAILS

DES. BY: ERH
APPD. BY: ESK
DATE: SEPT. 2025
SCALE: VARIES
PROJ. NO.: M23-8740B
DRWG. NO.: *6 OF 7*

PRELIMINARY PLAT



SCALE: 1"=40'
SEPTEMBER, 2025

LANDSCAPE LEGEND

○ – EASTERN REDBUD "CER"

PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	ABBREV	SIZE	SPACING	TYPE
TREES						
28	Cercis canadensis	Eastern Redbud	CER	2.5 IN	AS SHOWN	B&B

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 12' 18.96"W	5.00
L2	S73° 31' 48.96"W	20.00
L3	S18° 09' 12.04"E	10.00
L4	S57° 12' 18.88"W	21.89
L5	N75° 16' 48.32"W	26.70
L6	N57° 12' 20.04"E	20.11
L7	N07° 18' 12.88"E	16.34
L8	S07° 18' 12.88"W	32.01
L9	N69° 04' 20.16"E	47.35

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	256.81	872.19	S83° 14' 06"E	255.88
C2	32.17	930.00	N75° 46' 48"W	32.17
C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 12' 55"E	24.40
C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.69	125.00	S27° 21' 51"E	23.66
C8	20.62	54.00	S43° 50' 20"E	20.69
C9	26.21	54.00	S68° 47' 24"E	25.98
C10	20.49	54.00	N88° 26' 04"E	20.37
C11	6.58	54.00	N72° 04' 17"E	6.58
C12	27.71	54.00	N53° 52' 47"E	27.40
C13	26.71	54.00	N25° 00' 40"E	26.44
C14	29.12	54.00	N04° 36' 28"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.56
C16	32.54	25.00	N70° 05' 11"W	30.28
C17	1.66	75.00	N32° 09' 33"W	1.66
C18	17.38	75.00	N24° 55' 29"W	17.34
C19	41.77	30.14	N35° 45' 54"E	34.67
C20	13.54	872.19	S86° 46' 28"W	13.54
C21	109.14	872.19	N81° 01' 17"W	109.07
C22	40.14	872.19	N76° 07' 06"W	40.13

DECIDUOUS TREE PLANTING

LANDSCAPE REQUIREMENTS:

EXCEPT FOR FIFTY PERCENT (50%) OF THE EXISTING TREES WHICH MAY BE REMOVED WITHOUT A PERMIT, ANY TREE TEN (10) INCHES DBH OR LARGER REMOVED FROM AN APPROVED DEVELOPMENT SHALL BE REPLACED AT A RATIO EQUAL TO THE NUMBER OF INCHES CONTAINED IN THE DIAMETER OF THE TREE REMOVED. THE MINIMUM SIZE OF A REPLACEMENT TREE IS TWO AND ONE-HALF (2 1/2) INCHES DBH.

TOTAL DBH EXISTING TREES TO BE REMOVED:	140 INCHES
HALF OF TOTAL DBH:	70 INCHES
TREES REQUIRED TO BE REPLANTED:	28 TREES

NOTE: ALL DISTURBED AREAS TO BE SODDED.

NOTE: COMMERCIAL LOT LANDSCAPING TO BE PROVIDED BY FUTURE SITE PLAN.

OWNER:	DEVELOPER:
WOCO PARTNERS LLC 3535 S. SPOEDE LANE TRUESDALE, MO 63383	KARRENBROCK CONSTRUCTION INC. 4481 STATE HWY Z WENTZVILLE, MO 63385

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Missouri State Certificate of Authority Numbers: 2010000048

Two working days prior to the start of any excavation you must contact us toll-free at 1-800-DIG-RITE for public location information.

All OSHA rules & regulations governing excavation and construction must be fully complied with and shall be strictly followed by Planning Builder.

STATE OF MISSOURI
ERIC SCOTT KIRCHNER
2007004618
ERIC S. KIRCHNER
E-2007004618

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

APPD. BY	APPD. BY
ERH	ESK
DATE:	SEPT. 2025
SCALE:	1:40
PROJ. NO.	M23-8740B
SHEET NO.	7 OF 7

APPD. BY	DESCRIPTION
ESK	
ESK	
MSC	
MSC	
ESK	PER CITY COMMENTS
ESK	PER CITY COMMENTS

DATE
11/3/25
12/1/25

PRELIMINARY PLAT - LANDSCAPE PLAN

FRONT ELEVATION "A" FRONT ELEVATION "B"

FRONT ELEVATION "B" FRONT ELEVATION "C" FRONT ELEVATION "B"

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]]**

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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.**

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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.

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(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]**

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

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(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.**

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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.

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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.

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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.

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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.

Downloaded from https://ecode360.com/ST3435 on 2025-12-02

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (City Clerks Department)

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

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

Summary:
Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

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

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir:

RECORDS DESTRUCTION FORM

Purge Date: _____ *(to be completed by City Clerk staff)*
Department: City Clerks

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
1/5/2026	GS 066	Sunshine Law Request	2022	3 Years
1/5/2026	GS 028	Time & Attendance Records	2022	3 Years + COA
1/5/2026	GS 022	Public Notice Records	2022	3 Years
1/5/2026	GS 007	Accounts Payable Records	2024	COA

GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Chris Kalips Date: 1/5/2026

Approved by: Kimberly Hudson Date: 1/5/2026
Printed Name

Approved by: Kimberly Hudson
Signature

Revised: 07/15/2022

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

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

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

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

Summary:
Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

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

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir.:

RECORDS DESTRUCTION FORM

Purge Date: _____ *(to be completed by City Clerk staff)*
Department: Finance

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
1/7/2026	GS004	Budget Preperations Record	1989-2001	Completion of Audit ✓
1/7/2026	GS006	General Ledgers	2000	Completion of Audit ✓
1/7/2026	GS007	Accounts Payable Records	1990-1992	Completion of Audit ✓
1/7/2026	GS010	Bank and Investment Records	1987-1996	Completion of Audit + 1 year ✓
1/7/2026	GS057	Insurance Claims Files	1999-2005, 2013,2015, 2017, 2018, 2019, 2020	no legal action 5 years ✓
1/7/2026	GS093	Local Finance Initiative Financial Support Records	1993-2012	10 years after creation of record ✓

1/9/26 CK

GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Jennifer O'Connor Date: 1-8-26

Approved by: Jennifer O'Connor Date: 1-8-26
Printed Name

Approved by: Jennifer O'Connor
Signature

Revised: 5/11/2015

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☒ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
2026 Comprehensive Plan: Guiding STC - Requesting City Council Endorsement via Resolution.

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

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

Summary:
On Jan. 12, 2026, the City of St. Charles Planning and Zoning Commission adopted the 2026 Comprehensive Plan titled: "Guiding STC". This is an amended supplement to the 2012 plan. Per Section 400.980 of the Zoning Ordinance, the Commission has the sole authority to "make and adopt a City Comprehensive Plan for the physical development of the municipality." For review, a City's Comprehensive Plan is a jurisdiction's principal long-range planning document. It serves as a flexible, living policy framework that guides physical development, redevelopment, preservation, public investment, and decision-making across St. Charles and its immediate surroundings. The Commission, as well as the C3 Task Force, have been regularly working-on/reviewing this document since June 2024 (with staff review commencing in 2021) via regular updates/discussions at their meetings as well as via their publicly available packets (the 1st draft was presented to the Commission at their Oct. 20, 2025 meeting). By tradition, the City Council has endorsed the adopted Plan via resolution, attached is the adopted plan and a resolution for Council to recognize this document as the official policy guide for the City's future growth. This Plan is a key project of the Commission, a staff goal of 2025, and a priority project identified in the Council's 2025-2026 Strategic Plan.

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

RCA prepared by: JTB Dept. Dir. Finance Dir. N/A Dir. of Admin.

AGENDA ITEM: #12

Community Development

Memorandum

To: **Planning and Zoning Commission**

From: **John Boyer, Assistant Director of Community Development/Planning Manager**

Date: **January 7, 2026**

Subject: **Adoption of the 2026 City of St. Charles Comprehensive Plan – "Guiding STC"**

Per Section 400.980 of the Zoning Ordinance, the Planning and Zoning Commission has the sole authority to "make and adopt a City Comprehensive Plan for the physical development of the municipality." **Not only does this authority extend to the Commission from City Code, but it also foremost comes as a direct power given by the State of Missouri to a City's Planning and Zoning Commission via State Statute (RSMo 89.340).**

For review, a City's Comprehensive Plan is a jurisdiction's principal long-range planning document. It serves as a guide or "north star" to the physical development, redevelopment, preservation, public investment, and decision-making across St. Charles and its immediate surroundings. The Plan is comprehensive in scope—addressing the entire city and interconnected issues such as land use, mobility, housing, utilities, economic development, and community identity.

Attached is the Final Draft of City of St. Charles Comprehensive Plan, titled "Guiding STC". Per previous discussions, this plan is an amended supplement to the original plan of 2002, which was last updated in 2012. As you may recall, a rough draft of this plan was provided in October's packet to the Commission for review and comment. This document is also a culmination of work by the Commission and the C3 Taskforce (Mayor appointed taskforce of key stakeholders of the community as well as members of both the Planning and Zoning Commission and City Council).

As the document is now in its final form, adoption of the document is required to begin action on the items provided. To comply with State Statute, a public hearing notice is required and has been accomplished (advertised for the January 12, 2026 Planning and Zoning Commission). Upon adoption by the Commission, staff will be forwarding this Plan to the City Council for their formal endorsement via a resolution on the January 20, 2026, City Council meeting. Once adoption is complete by the Commission, staff will also continue working on a "public facing" version of this document via an interactive website. Staff will provide updates through 2026 to the Commission.

RESOLUTION No. _____

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI ADOPTING THE COMPREHENSIVE PLAN 2002 UPDATE 2026: "GUIDING STC".

WHEREAS, one of the duties of the Planning and Zoning Commission is to make and adopt a City Comprehensive Plan for the physical development of the municipality; and

WHEREAS, the Planning and Zoning Commission adopted the Comprehensive Plan 2002 on September 23, 2002; and

WHEREAS, the Planning and Zoning Commission adopted an amendment to the Comprehensive Plan 2002 Update 2012 on February 27, 2012, and

WHEREAS, the Planning and Zoning Commission recently reviewed and updated the Comprehensive Plan to ensure it continues to be a current, accurate and comprehensive guide to the future development of the City; and

WHEREAS, the Planning and Zoning Commission unanimously approved the Comprehensive Plan 2002 Update 2026: "Guiding STC" on January 12, 2026; and

WHEREAS, the City Council wishes to endorse the Comprehensive Plan 2002 Update 2026: "Guiding STC" as the City's official plan for its future growth and development,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI, AS FOLLOWS:

Section 1: The City Council hereby endorses and approves the Comprehensive Plan 2002 Update 2026: "Guiding STC" as adopted by the Planning and Zoning Commission on January 12, 2026, a copy of which is attached hereto as Exhibit A.

_____ _____

Date Passed Michael Galba, Presiding Officer

_____ _____

Date Approved by Mayor Daniel J. Borgmeyer, Mayor

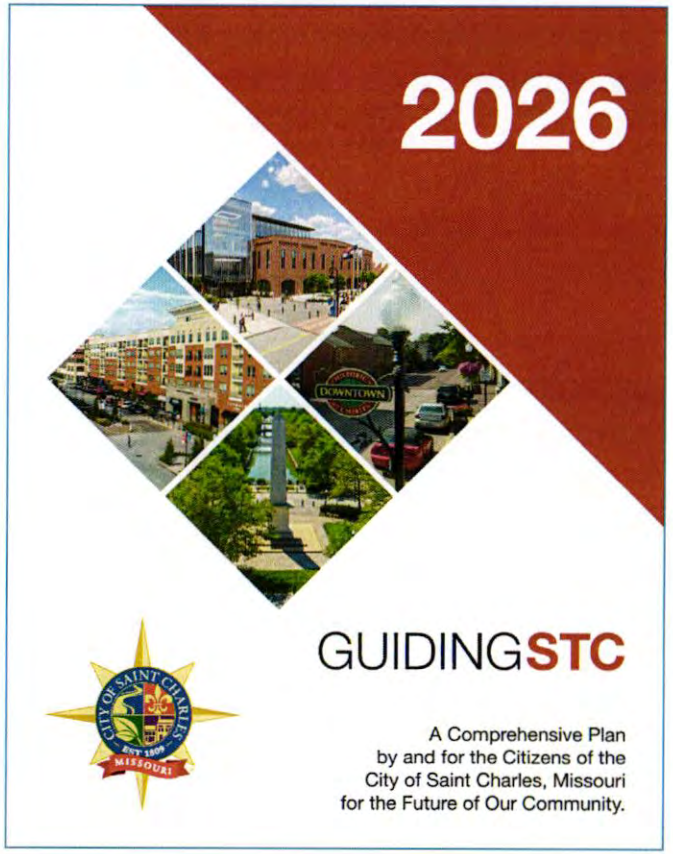
Approved as to Legal Form: Attest:

Holly Magdziarz 1/09/2026

Holly Magdziarz, City Attorney Date _____

Kimberly Hudson, City Clerk

City's Comprehensive Plan



January 20, 2026

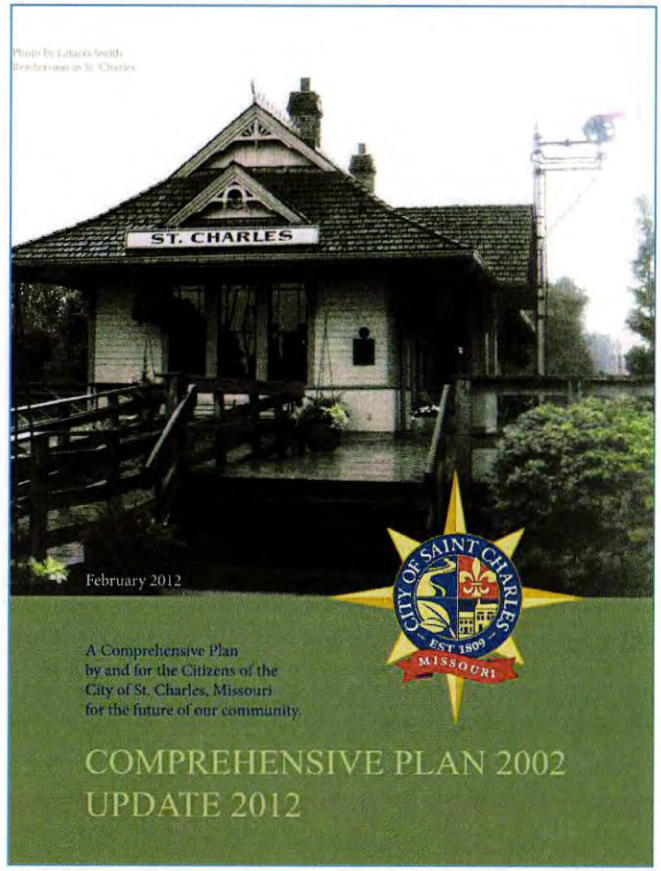
Community Development

What is a Comprehensive Plan?

- It's the City's principal long-range planning document.
  - It is a Guide or "North-Star" for the physical development of a city.
  - Comprehensive scope (land use, mobility, housing, utilities, economic development and community identity).
  - Falls under the purview of the Planning and Zoning Commission for its creation via State (RSMo 89.340) and City Municipal Code (Section 400.980.A "Powers and Duties").

What is THIS Plan?

- This version is an <u>Amended Supplement</u> to the existing Plan.
  - In 2002, the Planning and Zoning Commission adopted the original Plan.
  - The 1st Amendment was accomplished in 2012.



Timetable of Review

2021

- Work began with staff review in 2021 with release of updated Census info (2020 U.S. Decennial Census).

2024-2025

- In June 2024 – November 2025, The Commission & the C3 Taskforce began to review the previous document and make recommendations on the future amendment via monthly updates.
- Q4 2024 - Q1 2025, Public Outreach via Survey and analysis of those results.
- In October 2025, Draft Document Presentation Planning and Zoning Commission.

2026

- Plan posted for Public Hearing/Comment as required by State Statute.
- Planning and Zoning Commission Acceptance & Adoption – *This evening*
- City Council Endorsement – *January 20, 2026*

Highlights of the Amended Plan

- Updated Executive Summary;
- Updated Maps;
- Updated and Expanded Demographics;
- Updated Transportation, Utilities & Community Facilities Sections;
- Updated Land Use Info (existing and future); and
- Updated Goals/Action Items Sections.

Special Thanks/Recognition

- Citizens
- Planning & Zoning Commission
- C3 Taskforce
- City Council
- City Staff

CITY OF SAINT CHARLES (Continued)

Department of Community Development – Planning Division

Zach Tusinger, JD, AICP – Director
John Boyer, CFM – Assistant Director/Planning Manager
Lara Berry – Planner
Madelyn P. Brown – Planner
Jessica Ferguson – Business Development Coordinator
Taylor Moore – Preservation Planner

Planning and Zoning Commission

Shawn Luesse – Chairperson
Julie Bartch – Vice-Chair
Missy Palitzsch – Secretary
Michael Galba – Council Liaison
Daniel J. Borgmeyer – Mayor
Tyson King
Keith Liston
Adriana Perrone
Chris DeGuentz
John Morgan
Mark A. Hollander – Alt. Council Liaison

C3 & Comprehensive Plan Citizen's Advisory Task Force

Steve Hollander – Chair
Joshua Allen
Julie Bartch
Cliff Heitmann
Matthew Johannesman
Susan Sams
Randy Schilling
Tom Hughes
Scott Tate
Jim Droste
Mark Hollander
Mike Meiners
Jerry Scheidegger
Michael Galba
Dr. John Porter
Tom Glosier
Shelly Roy
Bob Cissell

APPRECIATION

Special Thanks

Office of the Mayor
Department of Administration
Department of Community Development
Department of Economic Development
Department of Engineering
Department of Finance
Legal Department
Department of Parks and Recreation
Department of Public Works
Department of Special Events and Communications

Individual Thanks

Gavin Johnson – GIS Manager
Joseph Kerolczak – Graphic Designer
Chuck Lovelace, GISP – GIS Coordinator
Holly Magdziarz – City Attorney
Dan Mann, P.E. – Director of Engineering
Amy Milstead – Executive Assistant to the Mayor
Beth Norvell – Director of Special Events and Communications
John Philips – Utility Superintendent
Brad Temme, P.E. – Assistant Director of Administration – Development Services

What's Next?

- Approved by Planning and Zoning Commission as required by City Code and State Law – January 12, 2026
- Council Endorsement (*January 20, 2026*)
  - While this is the Planning and Zoning Commission's document (creation, adoption, etc.), Council has historically endorsed via Resolution to assist in the implementation.
- Implementation
  - Development of an online & interactive document.
  - Use the document to influence City review/approvals of developments, etc.
  - Accomplish Goals/Action Items identified.

2026

GUIDING**STC**

A Comprehensive Plan
by and for the Citizens of the
City of Saint Charles, Missouri
for the Future of Our Community.

VISION

We are committed to proudly preserving our historical heritage while embracing growth. We strive to be a gateway for exploration and to foster a safe and dynamic community, creating a vibrant future for all who live, work, and visit the City.

CITY OF SAINT CHARLES

Dan Borgmeyer
Mayor

Bill Otto
City Council Ward 1

Mark A. Hollander (Vice President)
City Council Ward 2

Vince Ratchford
City Council Ward 3

Mary West
City Council Ward 4

Denise Mitchell
City Council Ward 5

Larry Dobrosky
City Administrator

Justin Foust
City Council Ward 6

Brian Gould
City Council Ward 7

Michael Galba (President)
City Council Ward 8

Bart Haberstroh
City Council Ward 9

Steve Hollander
City Council Ward 10

CITY OF SAINT CHARLES (Continued)

Department of Community Development – Planning Division

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John Boyer, CFM – Assistant Director/Planning Manager
Lara Berry – Planner
Madelyn P. Brown – Planner
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Taylor Moore – Preservation Planner

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Keith Liston
Adriana Perrone
Chris DeGuentz
John Morgan
Mark A. Hollander – Alt. Council Liaison

C3 & Comprehensive Plan Citizen's Advisory Task Force

Steve Hollander – Chair
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Julie Bartch
Cliff Heitmann
Mathew Johannesman
Susan Sams
Randy Schilling
Tom Hughes
Scott Tate
Jim Droste
Mark Hollander
Mike Meiners
Jerry Scheidegger
Michael Galba
Dr. John Porter
Tom Glosier
Shelly Roy
Bob Cissell

APPRECIATION

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Department of Administration
Department of Community Development
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Department of Finance
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Amy Milstead – Executive Assistant to the Mayor
Beth Norviel – Director of Special Events and Communications
John Phillips – Utility Superintendent
Brad Temme, P.E. – Assistant Director of Administration – Development Services

GUIDINGSTC

2026 Comprehensive Plan
of the City of Saint Charles
Amendatory Supplement
(2002 & 2012 previous versions)

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- Community Facilities p.45

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- Economic Vitality p.80
- Community Spirit p.101

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INTRODUCTION

Executive Summary

This Amendatory Supplement to the Comprehensive Plan of the City of St. Charles, Missouri, builds upon the foundational document adopted in 2002 and its update in 2012. Like its predecessors, it is not intended to replace the City's guiding principles but to reaffirm them while updating goals, strategies, and recommended actions considering new conditions. It continues to reflect the shared priorities of St. Charles residents, based on the City's history and focused on practical strategies for future growth and stability.

The future of St. Charles will be shaped not only by new development but by how well the city strengthens and revitalizes existing neighborhoods, corridors, and community assets. Geographic constraints—bounded by the Missouri River to the south and east, the St. Peters growth boundary to the west, and the Mississippi River floodplain to the north—limits outward expansion. While St. Charles faces physical and jurisdictional limits to expansion on most sides, potential for future growth remains to the north, pending floodplain considerations. Additionally, other opportunities lie within rehabilitating underused properties, supporting compatible redevelopment, and maximizing the value of existing infrastructure.

This supplement applies to the entire incorporated area of the City of St. Charles and any defined areas of growth influence within its planning jurisdiction. As part of the greater St. Louis metropolitan area, St. Charles is a historically significant, strategically located, and economically vital city.

Purpose

The Comprehensive Plan is the City's principal long-range planning document. It serves as a flexible, living policy framework that guides physical development, redevelopment, preservation, public investment, and decision-making across St. Charles and its immediate surroundings. The Plan is comprehensive in scope—addressing the entire city and interconnected issues such as land use, mobility, housing, utilities, parks, economic development, and community identity—while remaining general enough to adapt to changing conditions and specific enough to inform day-to-day choices.

Developed with extensive community and stakeholder input, the Plan reflects a shared vision formally recommended by the Planning and Zoning Commission and adopted by the City Council. Though not regulatory, it provides the foundation for zoning ordinances, capital improvements programming, departmental budgets, public-private partnerships, and alignment of municipal operations with long-term goals. Ultimately, the Plan equips elected officials, staff, and community leaders with a clear roadmap to balance economic opportunity, environmental stewardship, and quality of life while preserving St. Charles' heritage and strengthening its identity as the city grows.

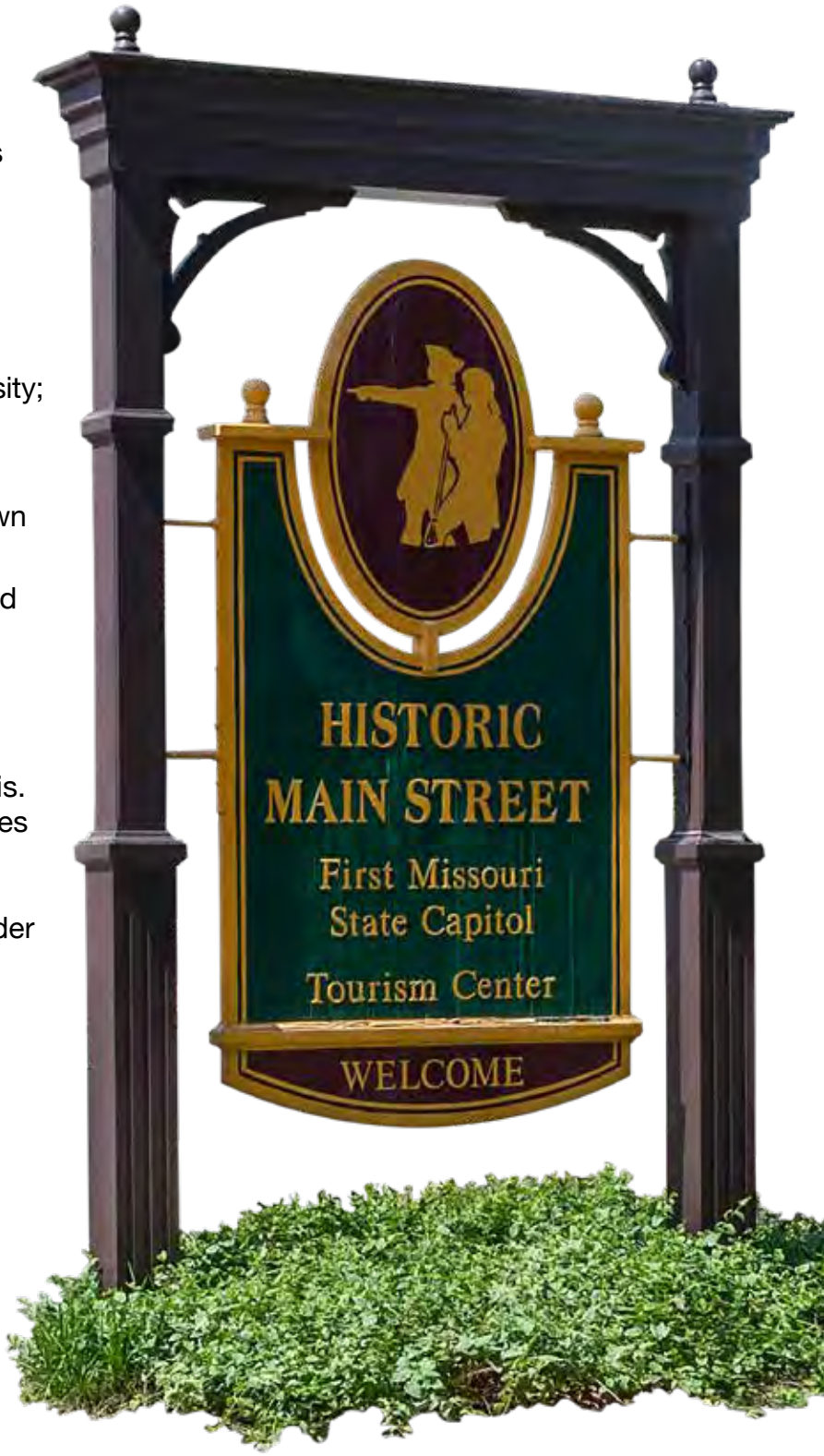
Location/Geography

The city lies in St. Charles County, in eastern Missouri, on the west bank of the Missouri River, roughly 25 river miles south where the Missouri joins the Mississippi. St. Charles is widely recognized for its quality of life, relatively high standard of living, and strong historical conservancy.

Over recent years, other notable dynamics have been:

- Continued growth of Lindenwood University;
- Increasing regional transportation connectivity;
- Development and renovation in downtown and near-riverfront areas; and
- Expansion in residential, commercial, and institutional uses both within and at the edges of the city's existing boundaries.

St. Charles is part of the greater St. Louis Metropolitan Statistical Area (MSA), which spans multiple counties in Missouri and Illinois. Among municipalities in this region, St. Charles remains one of the more established, third in size in its county, but valued for its historic character, infrastructure, and role in the broader metro area's economy and culture.



Saskatchewan
Edmonton
Québec
Calgary
Ontario
Vancouver
Seattle
Lake Superior
North Dakota
Montana
Minnesota
New Brunswick
Ottawa
Maine
South Dakota
Nova
Wisconsin
Idaho
Oregon
Toronto
Michigan
Wyoming
New York
Boston
Detroit
Chicago
Iowa
Nebraska
New York
Pennsylvania
Nevada
Denver
UNITED STATES
Illinois
Ohio
Utah
Colorado
St. Louis
Washington
San Francisco
Kansas
St. Charles, MO
Virginia
California
Oklahoma
Tennessee
North Carolina
Arkansas
Los Angeles
Arizona
New Mexico
Atlanta
Dallas
Georgia
Texas
Houston
Florida
Monterrey
Miami
Gulf of Mexico
MÉXICO
Havana
CUBA
Guadalajara
Mexico City
Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Source: Esri, Maxar,
5/30/25
MAP 1
U.S. MAP

Iowa
Des Moines
Chicago
Lincoln
Indiana
Illinois
Springfield
Indianapolis
Topeka
Kansas City
Jefferson City
St. Louis
Louisville
Frank
St. Charles, MO
Missouri
Kentucky
N
W
E
S
Tulsa
Nashv
Arkansas
Memphis
MAP 2
MISSOURI / ILLINOIS
6/24/25 Scale: NTS
SCALE: NTS

MISSISSIPPI RIVER

MISSOURI RIVER

St. Charles, MO

Legend

Incorporated Cities

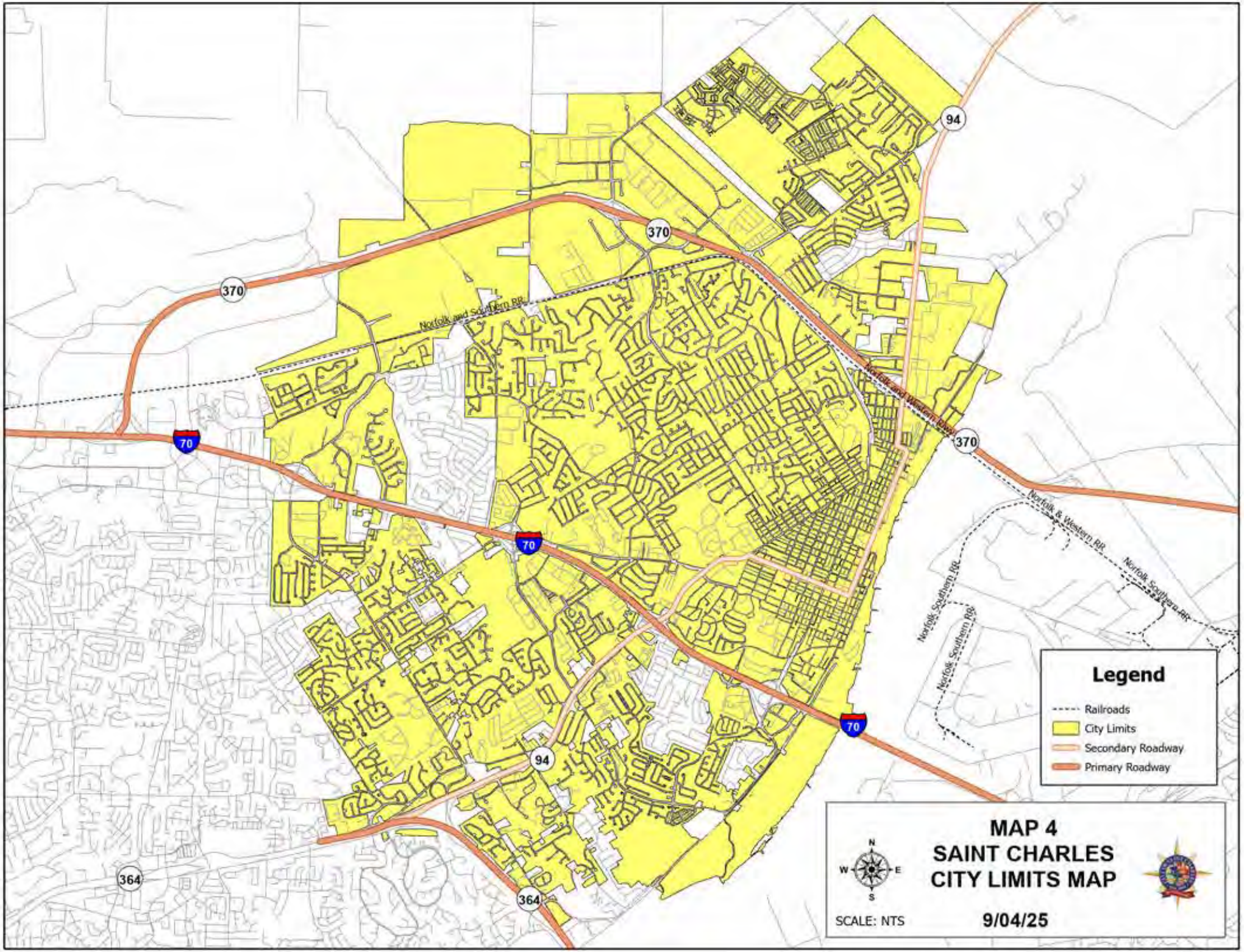
- Augusta
- Cottleville
- Dardenne Prairie
- Flint Hill
- Foristell
- Josephville
- Lake Saint Louis
- New Melle
- O'Fallon
- Portage Des Sioux
- St. Charles
- St. Paul
- St. Peters
- Weldon Spring
- Weldon Spring Heights
- Wentzville
- West Alton

Rivers

Road Centerline

MAP 3
SAINT CHARLES COUNTY CORPORATE LIMITS MAP

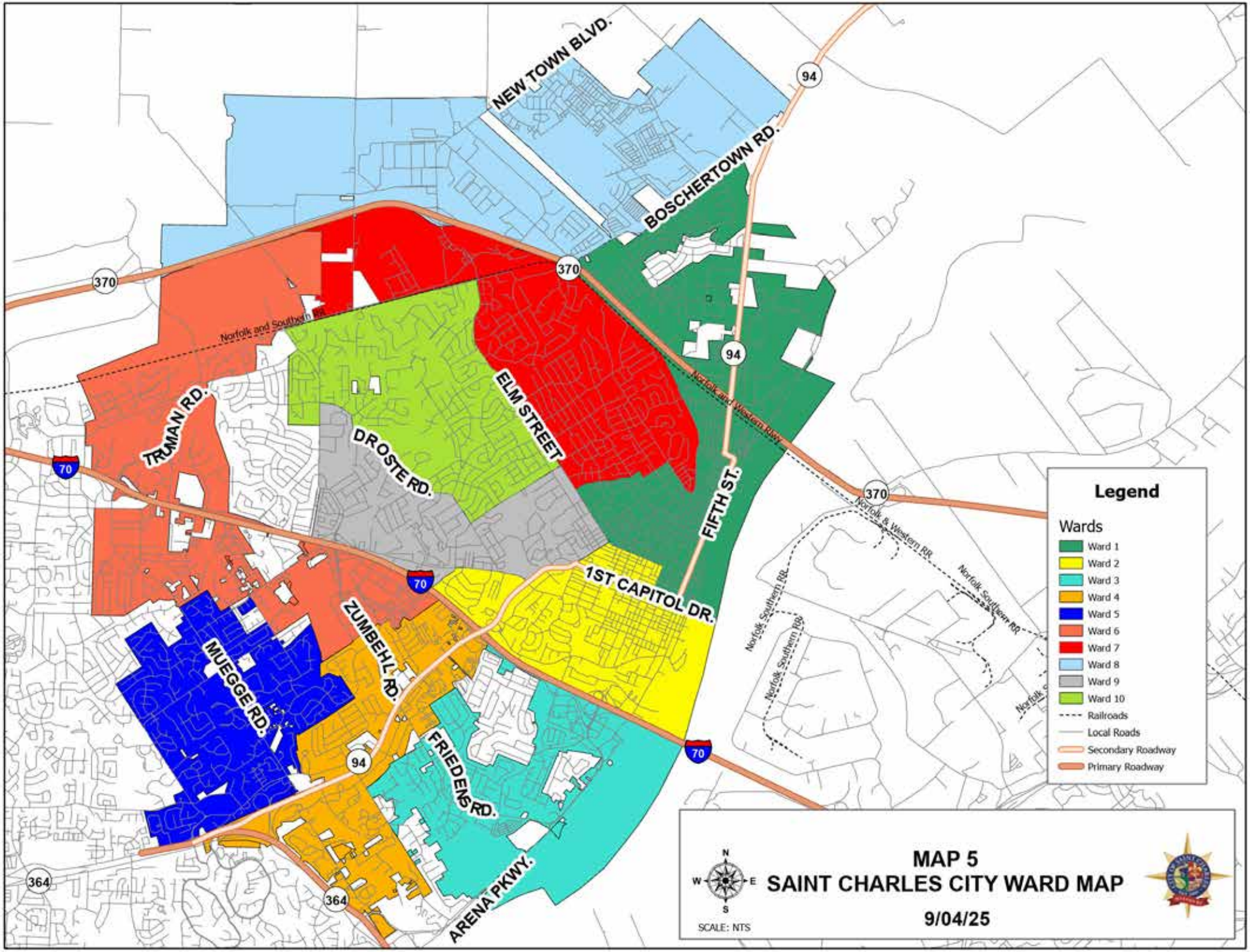
9/03/25 Scale: NTS


94
370
370
Norfolk and Southern RR
Norfolk and Western RR
370
70
70
70
Norfolk & Western RR
Norfolk Southern RR
Norfolk Southern RR
Norfolk Southern RR
94
364
364
Legend
Railroads
City Limits
Secondary Roadway
Primary Roadway
N
W
E
S
MAP 4
SAINT CHARLES
CITY LIMITS MAP
SCALE: NTS
9/04/25

Form of Government

The City of St. Charles operates under a constitutional charter with a strong mayor form of government. The City Charter became effective in April 1982 and was most recently amended in April 2007. A mayor is elected at large to a four (4)-year term and serves as the City's chief executive officer, responsible for day-to-day management and administration. While the Mayor is the chief executive, The City also names a Director of Administration to assist the running of the city. A Director of Administration is appointed by the Mayor with Council approval and serves as the principal aid in managing the City's departments, personnel, and daily operations. As of 2024, the city employs over 500 full-time staff members across a range of departments, reflecting the City's ongoing commitment to professional and efficient service delivery.

The legislative body is the City Council, consisting of ten (10) members elected by ward to stagger three (3)-year terms. While the Mayor may participate in Council meetings, the mayor is not a voting member but does have veto powers on ordinances. A two-thirds (2/3) vote of the Council is required to override a mayoral veto.


NEW TOWN BLVD.
BOSCHERTOWN RD.
94
370
Norfolk and Southern RR
TRUMAN RD.
ELM STREET
DROSTE RD.
Norfolk and Western RWY
FIFTH ST.
70
1ST CAPITOL DR.
ZUMBEHL RD.
MUEGGE RD.
FRIEDENS RD.
ARENA PKWY.
364
Norfolk & Western RR
Norfolk Southern RR
Legend
Wards
Ward 1
Ward 2
Ward 3
Ward 4
Ward 5
Ward 6
Ward 7
Ward 8
Ward 9
Ward 10
Railroads
Local Roads
Secondary Roadway
Primary Roadway
N
W
E
S
SCALE: NTS
MAP 5
SAINT CHARLES CITY WARD MAP
9/04/25

History

The European settlement of St. Charles began in 1769 as a trading post and hunter's base for the lucrative Missouri River Indian trade. The original settlement was ideally located on a sandy finger of upland extending between the Mississippi and Missouri Rivers. The original nickname of the settlement, Les Petite Cotes ("the little hills") alludes to this fact. At that time, Missouri was part of Spain's Louisiana colony. However, as was typical in the colonial Louisiana Territory, the inhabitants were mostly French. In 1784, a Spanish military post was established at the settlement and named San Carlos de Misuri.

The settlement pattern of St. Charles in its early years was typical of many traditional European farming villages which were composed of three (3) units: village, common fields, and commons. The village was laid out on a grid pattern with blocks of about 300 square feet. The town was narrow and linear, laid out for nearly a mile at the foot of the Missouri River bluff line.

There were two (2) areas of common fields. Prairie Haute Common Field was located immediately behind the town, while the St. Charles Common Field was located to the northwest in the Mississippi River floodplain. The local military commandant allotted each family a long, narrow strip of land comprising a few acres. These were often referred to as "long lots." The village held title to communal land surrounding the village itself, referred to simply as "the commons." In St. Charles, the commons was an undeveloped strip of land along the bluff which villagers could use to pasture cattle and cut firewood. This pattern of colonial land subdivision has had a profound effect on the physical development of St. Charles. Land deeds and surveys today show clear evidence of the "long lots," and streets and property lines in the older part of the city follow the original village, commons and common fields boundaries to a great degree. San Carlos remained a village throughout the colonial period. In 1795, General Collot described San Carlos as "containing 100 or 125 ill-constructed houses." In 1800, San Carlos was said to consist of 614 inhabitants, including 39 slaves.

The largely French-Canadian population remained dependent on the fur trade throughout the colonial era. However, even then, St. Charles' future importance in westward expansion was evident. In 1792, the village was shocked by the arrival of the Pedro Vial party, Santa Fe traders who had traveled 775 miles across the Great Plains to open trade with St. Louis. In 1798, Daniel Boone was lured to Spanish Louisiana by a promise of 1,000 arpents (unit of measure in French colonial territories: 1 arpent = 0.845 acres) of free land. He chose to make his home in the Missouri River valley not far above St. Charles. Boone and his sons manufactured salt, a precious commodity on the frontier, 150 miles up the Missouri River. Their improvement of an Indian trail to that point would become known as Boone's Lick Trail, the first extension of several famous roads to penetrate the western continent.

The fledgling United States purchased the Louisiana Territory in 1803. Although the Americans anglicized the name San Carlos to Saint Charles, local customs remained largely French. The City of St. Charles was incorporated in 1809. St. Charles County was among the first to be organized in the Missouri Territory, established in 1812. The City of St. Charles has remained the county seat since its establishment. Ownership of the Commons was officially transferred to the City of St. Charles soon after incorporation. Over the years, some of the original commons land has been sold by the city. However, this land is still technically publicly owned and privately leased for 1,000 years.

St. Charles was destined to become a point of departure and rendezvous for western explorers and traders who penetrated as far as Mexico and the Pacific Ocean. The first and most famous was the Lewis and Clark Expedition, which was planned and supplied in St. Charles in March 1804. Other famous expeditions included General Zebulon Pike (to the Rocky Mountains and Mexico in 1806), Major George Sibley (to mark the Santa Fe Trail in 1821), and Wilson Price Hunt (to the Pacific Ocean in 1822). In 1821, the St. Charles Rock Road was constructed from the St. Louis riverfront to St. Charles. That same year, the Santa Fe Trail opened, connecting with the Boone's Lick Trail. Within the next twelve months, 6,240 wagons would rumble west through St. Charles. Steamboats, which often stopped at St. Charles, began working in the Missouri River in 1819. Still, the village struggled to cope with the decline of its fur trade economy. Many of the French families would eventually move. Those who stayed would form a community that would eventually come to be known as the Frenchtown Neighborhood in St. Charles.

Largely because of the presence of St. Charles Borromeo Catholic Church, European missionaries established St. Charles as a base to Christianize and socialize the frontier. Formalized education began in St. Charles in 1818 with the arrival of Philippine Duchesne, a nun from the Academy of the Sacred Heart in Paris. In September of that same year, Sister Duchesne opened the first free school for girls west of the Mississippi River. Her work as an educator and missionary was extraordinary, and her positive influence did not end with her death in St. Charles in 1852. In 1988, Sister Rose Philippine Duchesne was canonized by the Vatican, only the fourth American at that time to achieve sainthood. In 1827, Major George and Mary Easton Sibley founded Lindenwood College in St. Charles. It continues to this day as Lindenwood University and is said to be the oldest college west of the Mississippi River, apart from St. Louis University.

Missouri achieved statehood in 1821, and St. Charles was chosen as the first state capital. The Missouri General Assembly met for five (5) years on the second floor of two (2) adjoining structures on Main Street before the capital was moved west to Jefferson City. Thus ended a lively trade for St. Charles taverns.

In 1829, an author by the name of Gottfried Duden published a best-selling book in his native Germany that changed St. Charles forever. Duden believed that the over-population and industrialization of Germany were causing great social problems there. For three (3) years, he had lived in Missouri in nearby Warren County. His book advocated German immigration to America, and he recommended settlement on the Missouri River. During the 1830s, largely in reaction to Duden's book, a stream of German families arrived and settled in the St. Charles area as farmers and craftsmen. Many were well-educated and highly skilled. During this period, St. Peter's Catholic Church was founded; today it is a St. Charles landmark. Within a few years, over two-thirds (2/3) of St. Charles' population was German. German immigration to St. Charles swelled again in the 1850s because of European political unrest. By 1870, three-fourths (3/4) of the population of St. Charles were either German natives or first-generation German Americans. In 1875, no less than three (3) German language newspapers were published in the city. St. Charles' character today owes much to this German influence. As has been noted by author Ann Larimore, St. Charles was transformed into a German agricultural market and processing center as a result. Wheat and corn production grew vineyards and orchards were common. Several industrial enterprises were established, including mills, a tobacco factory, brewery (most notably Spring Brewery located at 300 Water Street), wineries, and a bag factory.

St. Charles' growth during the mid-1800s was aided by a convergence of transportation systems. In 1851, a railroad was constructed from St. Charles to connect with other lines, and a wooden plank road was constructed from St. Charles to the western reaches of the county. A large railroad maintenance and building plant operated along the riverfront between 1856 and 1867. Construction of a railroad bridge to span the Missouri River began in 1868. It would become a vital economic link between St. Charles and St. Louis. It also would be the site of several memorable disasters.

With the dawn of the Victorian Era, St. Charles began its transformation from a German agricultural market and processing center to an American manufacturing city. Several companies with national distribution developed rapidly. The St. Charles Car Company, which began operation in 1874, produced railroad cars. Over the years, the American Car and Foundry Company (as it was later named) would gain an international reputation.

In 1929, widespread economic hardship rose across the United States as financial markets collapsed, unemployment rose, and industrial production slowed nationwide (known as the Great Depression). While this period is regarded as one of the most challenging eras in American history, its impact on the City of St. Charles was reduced by the community's existing industrial base. Local employers, including the American Car and Foundry Company and the International Shoe Company, continued to provide steady work at a time when many other communities faced widespread job loss. These industries helped shield St. Charles from the more devastating effects of the national downturn, enabling many residents to maintain employment and stability throughout the 1930s. The community's established industrial activity played a significant role in sustaining the local economy during this period of national uncertainty.

At the dawn of World War II, the St. Charles economy was still described as leaning heavily on area farming and education despite the move to industrial facilities in the area. During World War II, the American Car and Foundry Company was converted to production of heavy military equipment. Employment swelled in St. Charles, and emergency measures were taken for housing new workers, including trailers and barracks-like housing. In 1947, 19 manufacturing establishments in St. Charles provided over 2,200 jobs. (Source: U.S. Department of Commerce, Biennial Census of Manufacturers).

St. Charles changed dramatically after the war. Due to a few factors - the post-war national economic boom, an increased demand for housing, the expansion of the St. Louis urban area, and construction of Lambert St. Louis Airport and the interstate highway system - St. Charles became a prime area within the region for residential development. Industrial development in northwest St. Louis County (such as Ford Motor Company and McDonnell Aircraft Corporation) made St. Charles even more attractive as a place for commuters to live.

The population of St. Charles continued to surge throughout the 1950s and 1960s. This post- war population surge is illustrated in Table 2 “Population Trends” in the Demographics Section, City of St. Charles, 1960-2010. In the 1960s, St. Charles began to realize that important assets had been neglected, such as the Missouri River and its historic neighborhoods. The river no longer functioned as a highway for travel and trade. Its banks were by that time overgrown with brush and inaccessible. Downtown buildings not only turned their backs toward the water, but they also blocked views of the river. In the late 1960s, a federally funded urban renewal project constructed Riverside Drive along the Missouri River. Frontier Park was eventually established between Riverside Drive and the river. The park opened the river to public access. In 1967, the State of Missouri began a project to restore and open to the public the downtown buildings which had been used as Missouri’s first state capital. The resultant First Capitol State Park sparked an enormous amount of private investment to restore many of the city’s historic structures. Several neighborhoods and buildings were placed on the National Register of Historic Places. The city’s historic charm has continued to be a source of community identity and pride.

As a community located adjacent to the Missouri River, much of the land within the City of St. Charles lies within the floodplain. Flooding events have occurred throughout the history of St. Charles. In more recent years, the Flood of 1993 and 1995 were significant events which had a large and lasting impact. The Flood of 1993 is the greatest Missouri River flood in recorded history. This flood was widespread throughout the Midwest due to a large snowmelt to the north and heavy rainfall in the spring and summer. 52 lives were lost during this event with 25 of those being in Missouri. Billions of dollars of damage occurred. St. Charles was one of the many communities this flood impacted, with many businesses and homes being lost. Only two (2) years later, the Flood of 1995 occurred. While this natural disaster occurrence was not as devastating as 1993, many experts consider 1995 to be the second highest flood on record. Rebuilding efforts following '93 were thwarted, billions of dollars in damages occurred once more, and 7 people were killed in total. Despite the devastation of these floods, the City of St. Charles worked tirelessly to help minimize the impact, serve those in need, and rebuild what was lost. The destruction was significant, but it also demonstrated the resilience of the St. Charles community and its ability to come together in times of crisis.

December of 2007 marked the beginning for another era of hardship for the City of St. Charles, as well as the entire nation, when the housing market collapsed. This collapse resulted in the financial crisis known as the "Great Recession", which lasted from late-2007 and continued to effect growth into 2013. Evictions and foreclosures spread and unemployment rose. There were fewer investments and international trade slowed. St. Charles's economy mirrored national trends during the Recession, particularly in the noticeable decline in development. Only three (3) years earlier, the New Town at St. Charles had established their Regulating Plan and began approvals and construction of the new urbanist, mixed-use development at the northern end of town on 600+ acres. However, the development soon faced setbacks as the national recession slowed housing demand and overall project momentum. Despite these challenges, New Town was able to continue building at a reduced pace, maintaining its vision and gradually expanding as the market recovered. The City of St. Charles continues to face challenges that were a direct result of the Recession.

In late 2019 and early 2020, the City of St. Charles faced further unprecedented challenges during the worldwide “COVID-19” pandemic. In response to the pandemic, the city implemented emergency public health measures in coordination with St. Charles County and the State of Missouri. Restrictions on businesses, gatherings, and public events deeply affected the local economy, particularly the hospitality and tourism industries that play a vital role in the city’s historic downtown district. In response to these challenges, local businesses adapted by offering curbside services and online sales. Schools, including Lindenwood University, shifted to remote learning. By late 2021 a vaccine distribution was well underway. Many local institutions, such as the Family Arena, were made available as vaccination sites to meet the high demand and eventually St. Charles began a slow return to normalcy. However, the pandemic left a lasting impact on the city, reshaping the way residents lived, worked, and connected. The experience also highlighted the importance of community resilience and the adaptability of municipal institutions. City leaders, public health officials, and volunteers came together in unprecedented ways to manage crisis response and recovery, marking a new chapter in the city’s long history of perseverance through adversity.

Today, the City of St. Charles continues to grow and evolve. New additions, such as the Riverpointe Development which includes Chicken N Pickle, and the new City Center Complex (C3) in the old American Car Foundry have brought in a new wave of tourism and helps strengthen the local economy. These projects, among many others, have inspired additional interest from developers looking to invest in the city. With a rich history and exciting plans for the future, the City of St. Charles is undeniably a dynamic and unique community for both residents and visitors.

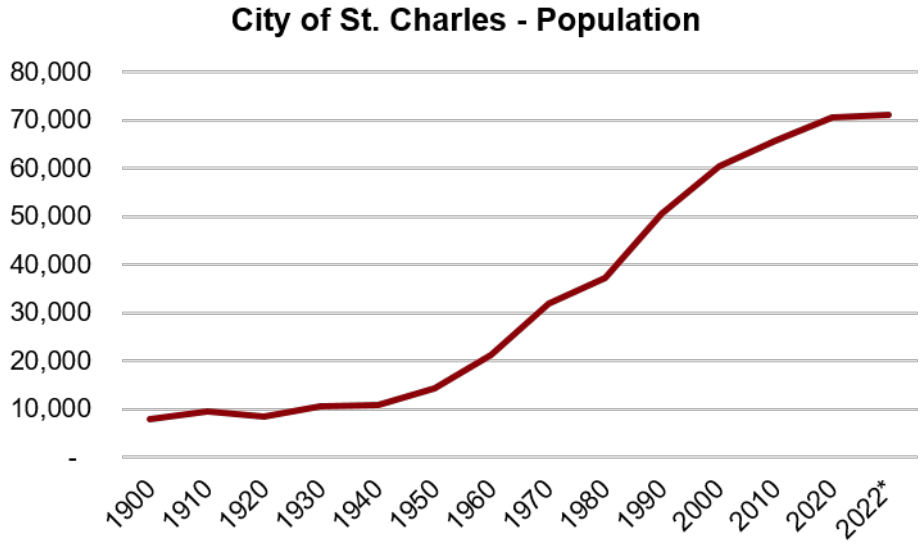
Demographic Profile

To ensure the new comprehensive plan and community development projects best serve the residents of the City of St. Charles, it is most important to understand the characteristics of the individuals/groups within the city. The residents of the city and their actions determine the considerations for any future developments and for the various types of facilities needed to aid these residents with their everyday tasks. This section aims to review these characteristics and determine what would be most helpful when planning for future developments in the City of St. Charles (data sources: City of St. Charles and U.S. Census Bureau).

POPULATION

As the County Seat for St. Charles County, St. Charles has historically been an important and key city in the area. For most of its history, the city has been the largest population center within St. Charles County; however, as of 2010, was surpassed by the City of O'Fallon. While its population is no longer the largest, the city remains a focal point of the area and, from review of demographic information, a desirable community. As of recent estimate data from the U.S. Census Bureau (2022 estimate), the City's population is listed as 71,190 residents.

Graph 1: Population



From review of Graph 1, the City has experienced periods of growth, with the largest from the period reviewed from 1960-1970 (50%). It is important to note; this was not a stand-alone period as the city experienced a build-up in population growth from 1940. This period (1940-1970) should not be a surprised when reviewing in context of what was occurring in the St. Louis area (end of World War 2 in 1945 and a boom in population – baby boomers, creation of the Interstate Highway System in 1956 with the start of this occurring via I-70 at St. Charles, etc.).

While the percentage of growth has slowed since 2000, the city is still experiencing growth, just not at the same levels. This slowing can be partially explained by the land locked nature of the city (Missouri River to the east, St. Peters to the south and west, and extensive floodplain from the Mississippi River to the north), but also from the general expansion of population to the west into other portions of St. Charles County (see Table 1).

Table 1: Population of Area Jurisdictions

	1960	1970	1980	1990	2000	2010	2020
City of St. Charles	*21,187*	*31,834*	*37,379*	*50,634*	*60,321*	*65,794*	*70,493*
City of St. Peters	404	486	15,700	45,779	51,381	52,575	57,732
City of O'Fallon	3,770	7,018	8,654	18,296	46,169	79,329	91,316
City of Wentzville	2,724	3,223	3,193	4,785	6,896	29,070	44,372
St. Charles County	52,970	92,954	144,107	212,907	283,883	360,485	405,262
City of St. Louis	750,026	622,236	453,085	396,685	348,189	319,294	301,578
St. Louis County	703,532	951,671	973,896	993,529	1,016,315	998,954	1,004,125
St. Louis Metro (MSA)	2,161,228	2,429,376	2,376,968	2,444,099	2,603,607	2,717,079	2,805,473
Franklin County	44,566	55,127	71,233	80,603	93,827	101,492	104,628
Lincoln County	14,783	18,041	22,193	28,892	38,944	52,566	59,574
Warren County	8,750	9,699	14,900	19,534	24,525	32,513	35,532
Jefferson County	66,377	105,248	146,183	171,380	198,099	218,733	226,739
State of Missouri	4,319,813	4,677,229	4,916,766	5,117,073	5,595,211	5,988,927	6,154,913

Population Projections

While the above section discusses the current and past population of the city, projections can be used utilizing various historical data to make reasonable projections on the future population. Below, staff provide three (3) different projections to provide context, as each projection has its strengths and weaknesses. By utilizing more than one projection model, the city can better anticipate future growth and plan accordingly.

Table 2: Population Projection Based Upon Permits

Year	Permits	Projected New Pop	Total Projected
2010	-	Census Year	65,794
2011	111	255	66,049
2012	195	449	66,498
2013	188	432	66,930
2014	180	414	67,344
2015	204	469	67,813
2016	275	633	68,446
2017	349	803	69,249
2018	277	637	69,886
2019	417	959	70,845
2020	419	Census Year	70,493
2021	*420*	*966*	*71,459*
2022	*316*	*727*	*72,062*
2023	*286*	*658*	*72,720*
2024	*262*	*603*	*73,323*
2025	*262*	*603*	*73,926*
2026	*262*	*603*	*74,529*
2027	*262*	*603*	*75,132*
2028	*262*	*603*	*75,735*
2029	*262*	*603*	*76,338*
2030	*262*	*603*	*76,941*

Population Projection Based Upon Single-Family Permits

Utilizing existing permit trends for single-family residences (which are known via reviewing past permit issuances) and making reasonable projections on future permits with data from the Census Bureau on the City's population per unit, the city can utilize this data to make a simple projection of population. Staff reviewed the amount of past single-family residential permits distributed since 2010 and then projected an estimated number of permits into the future. This estimate of 262 permits a year provides a reasonable amount to account for possible slowdowns in the local economy or the increasing landlocked nature of the city. While the City has average more permits a year since 2012, staff wanted to account for possible variation projecting into the future. It should also be noted that a projection only to the year 2030 was provided, and as utilizing this projection technique on average permits becomes more unreliable the further projected into the future. Staff have included other projection models which we believe take better account of this shortcoming. Along with the average 262 permits, staff used the 2020 Census Persons Per Unit (2.3), to find projected populations for the years to come. Table 2 displays this data to include the estimated population growth along with the total population estimated through 2030 to show an estimated population of just under 77,000 people (76,941 projected). While this projection does not account for population in multi-family units, staff still believe this amount combined with the population per unit still provides useful information.

Linear Population Projection

With any future prediction there is a risk the data will not accurately reflect reality, in this case the future population of the City of St. Charles. For example, the predictions made based on housing permits (Table 2) present the risk of inaccurate future data due to the possibility of a housing market crash and a variation in the number of residents per household. However, the linear prediction (Table 3) has its faults as well. This table represents a population that increases at a constant rate based upon past historical growth, without consideration that the population cannot infinitely increase. While this projection should not be used on its own as a solid projection, it does provide a simple projection based upon a well-documented city. Based upon the projection, a population of around 100,000 is projected out to 2050. By comparison to the projection on single-family permits, the 2030 projection is shown at 81,162 residents.

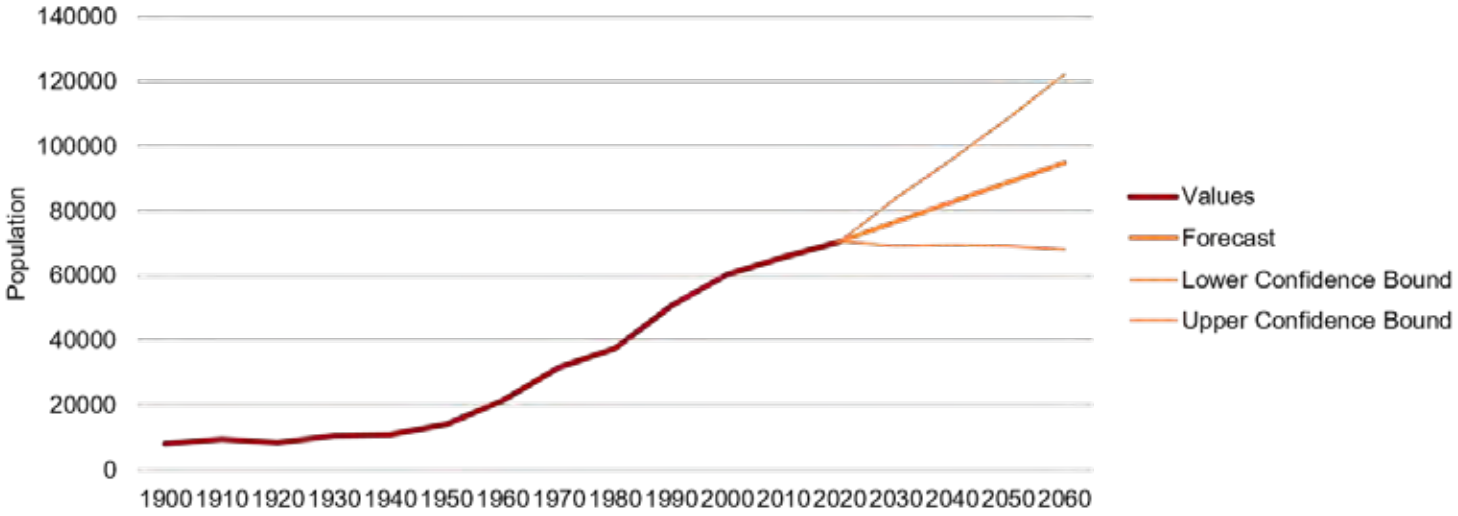
Table 3: Population Projection Linear

Year	Population	Difference
1900	7,982	
1910	9,437	1,455
1920	8,503	(934)
1930	10,491	1,988
1940	10,803	312
1950	14,314	3,511
1960	21,187	6,873
1970	31,834	10,647
1980	37,379	5,545
1990	50,634	13,255
2000	60,321	9,687
2010	65,794	5,473
2020	70,493	4,699
2030	*81,162*	10,669
2040	*90,305*	9,143
2050	*98,722*	8,416

Confidence Interval Projection

The last projection is that of a Confidence Interval Projection (Graph 2). This is a projection which utilizes a set interval to project value, or in this case, a population projection with a certain confidence level of being accurate. In this projection, staff utilized a 95% interval, which provides projections of a population with a confidence/probability of 5% of being wrong. In other words, 95 out of 100 times, the projection will fall between the upper and lower value. If you notice, the further into the projected future, the less accurate (wider range) the data becomes. The Forecast is the projected number (population) based upon the 95% confidence level. Looking at this data, the following Forecast on population is as follows: 2030 = 76,669, 2040 = 82,838, 2050 = 89,008 and 2060 = 95,178. From review of the projection based upon assumed permits (Table), the Forecast is slightly more conservative and ahead of that projected using single-family residential permits.

Graph 2: Population Projection Confidence Interval



AGE/SEX CHARACTERISTICS

Age/Sex composition of a city provides information on the population makeup of a community. For example, if the population of an age group changes (increases or decreases), a community can analyze that trend to determine if additional services are needed to accommodate or alter a negative trend. The age structure for 1990-2020 for the City of St. Charles is shown below in Table 4. The largest age block (based upon percentage of total) is generally in the 20-29 age brackets. Looking at all groups since 1990, the percentages are generally consistent, with very little fluctuations within the past 30 years. This would correlate as there has been slow and consistent growth in the total population also within this same time block (See Table 1). One can view this data to reflect consistent amounts of the population ageing in place, births/migration into the city. Viewing this data in this context represents a stable community from a population and age breakdown.

Table 4: Basic Age Composition

Age Group	1990		2000		2010		2020	
	Total	%	Total	%	Total	%	Total	%
0 to 4	4,172	7.8%	3,765	6.2%	3,855	5.9%	3,537	5.0%
5 to 9	3,892	7.3%	3,810	6.3%	3,415	5.2%	3,839	5.4%
10 to 14	3,440	6.5%	4,050	6.7%	3,480	5.3%	3,187	4.5%
15 to 19	3,226	6.1%	4,560	7.6%	4,751	7.2%	4,160	5.9%
20 to 24	4,500	8.5%	***5,134***	***8.5%***	***6,540***	***9.9%***	**6,691**	**9.5%**
25 to 29	***6,150***	***11.6%***	4,344	7.2%	5,362	8.1%	5,862	8.3%
30 to 34	5,213	9.8%	4,138	6.9%	4,289	6.5%	5,171	7.3%
35 to 39	4,247	8.0%	4,902	8.1%	3,580	5.4%	4,359	6.2%
40 to 44	3,679	6.9%	5,015	8.3%	3,852	5.9%	4,061	5.7%
45 to 49	3,158	5.9%	4,366	7.2%	4,740	7.2%	3,067	4.3%
50 to 54	2,444	4.6%	3,658	6.1%	5,049	7.7%	4,002	5.7%
55 to 59	2,191	4.1%	2,954	4.9%	4,352	6.6%	5,229	7.4%
60 to 64	1,985	3.7%	2,270	3.8%	3,366	5.1%	4,897	6.9%
65 to 69	1,695	3.2%	2,002	3.3%	2,646	4.0%	4,162	5.9%
70 to 74	1,245	2.3%	1,853	3.1%	1,996	3.0%	3,160	4.5%
75 to 79	902	1.7%	1,587	2.6%	1,718	2.6%	2,030	2.9%
80 to 84	628	1.2%	1,015	1.7%	1,407	2.1%	1,697	2.4%
85+	406	0.8%	898	1.5%	1,396	2.1%	1,576	2.2%

Median Age comparisons can also be utilized in a more simplified way on viewing age of a community. Median Age is the age that divides the population into two numerically equal groups (U.S. Census Bureau). In other words, half of the population is younger than this median age and the other half is older. Table 5 provides this information since 1990 as well as for surrounding jurisdictions. Looking specifically to the City of St. Charles, the population has aged more overtime. While it has increased over each period, it is still younger than every other jurisdiction, minus the City of Wentzville and the City of O'Fallon. While the City of Wentzville's and the City of O'Fallon's numbers are assumed to be younger based upon the explosive growth those areas have seen since 1990, the City of St. Charles has aged at a slower pace than other communities which have also seen growth after that of the initial population explosion that St. Charles began to see in the 1950s (as you move west, generally the growth has moved west in the subsequent year periods). One could draw a conclusion that the City of St. Charles has remained competitive in attracting and retaining population over these periods and seems to depict a strong and vibrant community.

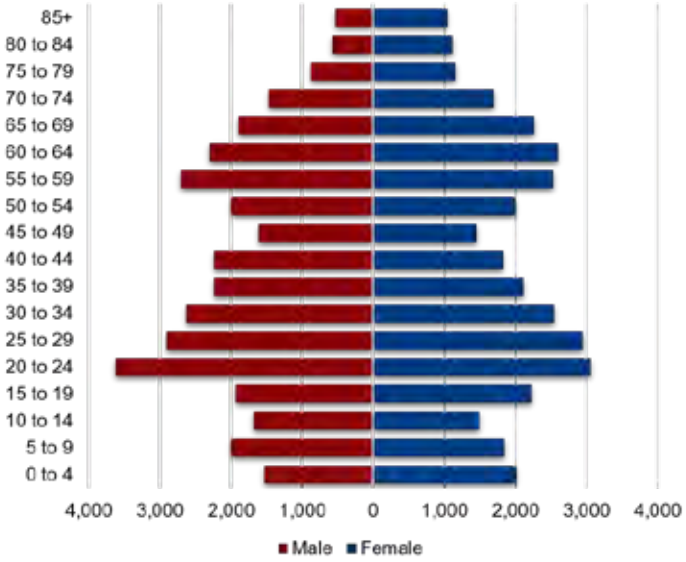
Table 5: Median Age

Median Age	1990	2000	2010	2020
City of St. Charles	*31.1*	*35.3*	*36.6*	*38.8*
City of St. Peters	29.8	34.2	38.8	41.1
City of O'Fallon	28.7	31.1	34.3	37.8
City of Wentzville	29.8	30.8	31.2	34.6
City of St. Louis	32.7	33.7	33.9	40.6
St. Charles County	30.6	35.4	36.9	39.9
St. Louis County	34.6	37.5	39.9	40.6
Missouri	33.5	36.1	37.9	39.2

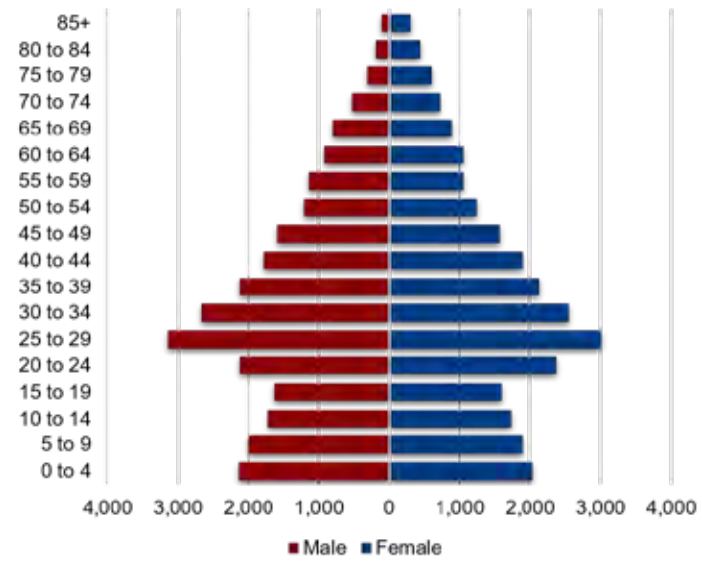
Another way of reviewing the age groups of a city is also through the prism of sex/gender breakdown. A common way of viewing is this data, other than a standard table, is through an Age/Sex Pyramid. This chart shows age brackets with the separation of numbers of males on the left and females on the right with the corresponding age bracket. This chart is called a "pyramid" as when viewed this fashion, as the chart takes on the appearance of a pyramid (generally a wider base reflecting more young people and eventually the numbers reduce at or near the top of the chart [higher age brackets above 65]). The shape of this pyramid provides information on the overall health of a community. A large population in the lower age groups generally indicates a population which is providing a lot of children. One in which the pyramid is inverted (high number of populations in the higher age brackets), generally provides information that a community is ageing out and not replacing its population through childbirth. If a community takes on this inverted appearance, the community needs to start to ask some tough questions (future tax base, more services than citizens, etc.).

A view of the City's Age/Sex Pyramid for 2020 generally reflects a community with a standard post-industrial breakdown. "Post-Industrial" as, pre-industrial generally reflected high number of young population necessary for the jobs available within that period (tending to be agricultural). Post-Industrial communities generally have larger population in the working age brackets (18-60), with some younger groups, but the young group (or cohort) is not the predominant group. Graph 3 below depicts the 2020 numbers. As one can view, the city has a healthy number of individuals in the 20-29 age bracket/cohort (also as discussed above via Table 4); however, it is interesting to note, the male population in the 20-24 cohort is larger than that of females (male/female sex ratio will be discussed more in following section). Generally, a healthy ratio of male/female tends to be more females than males, especially when looking at the overall breakdown of the genders. Looking back at past data for the same age cohort, also reveals a similar trend (more males than females). Review of the 2020 breakdown shows within the following age bracket having more males than females: Ages 20-24, 30-34, 35-39, 40-44, 45-49 & 55-59. While taken as a snapshot, this seems interesting; however, if viewed via past census years reveal a similar trend but younger (lower) in the pyramid for 2000 & 2010 (see Graphs 5 & 6 below). This would tend to show this group ageing (moving into higher age cohorts) in place and remaining in the community, with the 2000 Chart (Graph 5) being much more subtle and 2010 (Graph 6) and 2020 (Graph 3) being more pronounced.

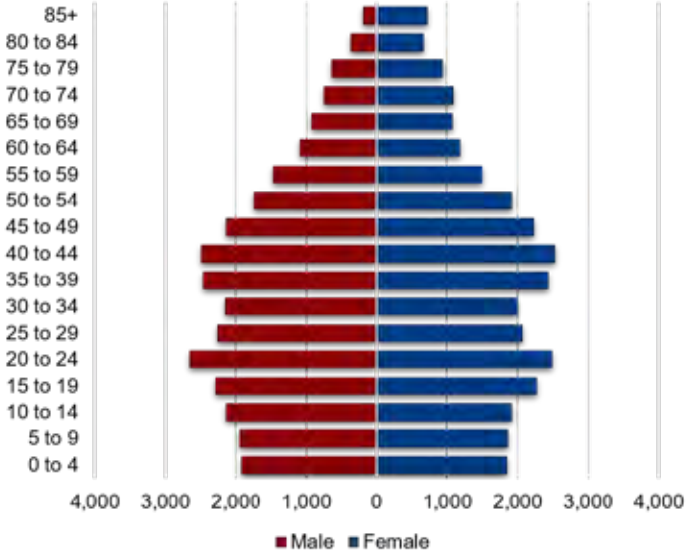
Graph 3: 2020 Age/Sex



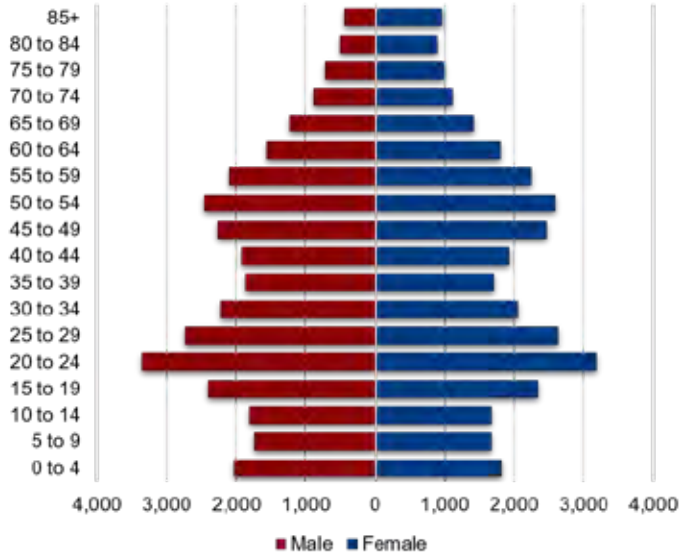
Graph 4: 2010 Age/Sex



Graph 5: 2000 Age/Sex



Graph 6: 1990 Age/Sex



As disused briefly above, Sex Ratio for a community can also be viewed to provide insight. The sex ratio is the number of males per 100 females. A ratio of greater than 100 indicates an excess of males, whereas a ratio of less than 100 represents an excess of females. Table 6 provides the sex ratio of the City of St. Charles versus St. Charles County and the State of Missouri since 1990. During this period, all three (3) jurisdictions had a larger population of females to males. Per the U.S. Census Bureau, a ratio of 95% is considered a balanced position (95 men for every 100 women).

Table 6: Sex Ratios

Years	City of St. Charles			St. Charles County			Missouri		
	Male	Female	Sex R	Male	Female	Sex R	Male	Female	Sex R
1990	26,699	27,856	95.8%	105,492	107,415	98.2%	2,464,315	2,652,758	92.9%
2000	29,802	30,519	97.7%	139,872	144,011	97.1%	2,720,177	2,875,034	94.6%
2010	32,253	33,541	96.2%	176,922	183,563	96.4%	2,933,477	3,055,450	96.0%
2020	33,541	34,341	97.7%	198,115	207,147	95.6%	3,024,114	3,130,799	96.6%

ETHNICITY CHARACTERISTICS

In addition to the age/sex variables of a population, ethnicity can be used to further drill down on the composition of a community. Table 7 below shows the racial and ethnic makeup of the City of St. Charles population and how it's evolved in the last decades. A review of the 2020 data clearly depicts the City of St. Charles having most of its population being "White" (79.2% of the population). This number is not surprising upon viewing the community from a historical context (a lot of German and French makeup/heritage which tended to be white); however, the community is becoming more diverse over time. Since 1990, the percentage of the White population has decreased in each period (from 95.9% to 79.2%). Minus the majority ethnicity (Whites), the other groups have increased in size and percentage of the total in each successive period, with Black or African American being 2nd largest (7.7% of total) and Hispanic or Latino being the 3rd highest (5.6% of total). Upon reviewing these trends since 1990, it is likely this change in diversity in makeup should continue.

Table 7: Race & Ethnicity

Ethnicity	1990		2000		2010		2020	
	Number	%	Number	%	Number	%	Number	%
White	52,343	95.9%	56,270	93.3%	57,557	87.5%	55,850	79.2%
Black or African American	1,521	2.8%	2,097	3.5%	3,889	5.9%	5,460	7.7%
American Indian and Alaska Native	148	0.3%	160	0.3%	182	0.3%	175	0.2%
Asian	401	0.7%	612	1.0%	1,673	2.5%	2,315	3.3%
Native Hawaiian and Other Pacific Islander	5	0.0%	22	-	47	0.1%	40	0.1%
Some other race	137	0.3%	441	0.7%	1,170	1.8%	1,925	2.7%
Two or more races	-	-	719	1.2%	1,276	1.9%	4,728	6.7%
Total Population	54,555	100.0%	60,321	100.0%	65,794	100.0%	70,493	100.0%
Hispanic or Latino (of any race)	545	1.0%	1,187	2.0%	2,759	4.2%	3,969	5.6%
Not Hispanic or Latino	54,010	99.0%	59,134	98.0%	63,035	95.8%	66,524	94.4%

HOUSEHOLD CHARACTERISTICS

Table 8 provides information on the Household data of the City of St. Charles. Household is defined by the U.S. Census Bureau as "all persons who occupy a housing unit". As one would expect from review of the City's population data, total Households have increased since 2000. While this number has increased, the average household size has decreased slightly (2.38 to 2.24). From reviewing this data against that of St. Charles County and the State of Missouri, this trend is also continuing within this larger population samples. Average Family Size has also decreased slightly (2.97-2.73), which similarly is shown in the St. Charles County and State of Missouri figures. 59% of all Households are Families in 2022; however, this has dropped since 2000 where 63% of Households were Families. With a drop in families, Female Householder (no spouse) has increased (increased 44% since 2000). Generally, such an increase should be notable, as Female Head of Households can be viewed as lower income level versus Families (multiple incomes) and an increase in need of affordable housing along with other services.

Table 8: Household Information

	City of St. Charles			St. Charles County			Missouri		
	2000	2010	2020	2000	2010	2020	2000	2010	2020
Total Households	24,068	26,715	29,863	101,663	134,274	154,851	2,194,594	2,375,611	2,479,146
Avg. Household Size	2.38	2.29	2.24	2.76	2.64	2.64	2.48	2.45	2.38
Total Families	15,392	16,128	17,692	77,104	84,700	94,200	1,476,516	1,552,133	1,567,376
Avg. Family Size	2.97	2.90	2.73	3.18	3.11	2.95	3.02	3.00	3.00
Non-Family	8,676	10,587	12,171	24,559	23,519	45,119	718,078	823,478	911,770
Married-couple family household	12,436	12,116	13,164	64,244	72,528	86,831	1,140,866	1,150,929	1,135,132
Female householder, no spouse	2,242	2,894	3,232	10,213	8,282	15,714	253,760	292,204	303,958

SOCIO-ECONOMIC DATA

While looking at demographic data, it can be over simplistic to just focus on the population, ethnicity, etc. By expanding that data to include Socio-Economic data (income, poverty, education, etc.) can give a more holistic view of the population being studying also provide insights into its needs (housing, services, business attraction and job creation). It goes without saying that the City of St. Charles is not located within a bubble and its economic data is strongly tied to that of its neighbors, the region, national factors as well as global factors.

Income

Table 9: Median Household Income

Jurisdiction	Income ($)			Overall Increase (%)
	2000	2010*	2022*	
City of St. Charles	*$ 47,782*	*$ 54,936*	*$ 85,798*	*79.56%*
Wentzville	$ 47,232	$ 71,933	$ 109,158	131.11%
Lake St. Louis	$ 68,830	$ 81,393	$ 114,230	65.96%
O'Fallon	$ 60,179	$ 76,839	$ 105,240	74.88%
St. Peters	$ 57,898	$ 70,275	$ 88,708	53.21%
St. Charles County	$ 57,258	$ 70,331	$ 98,831	72.61%
State of Missouri	$ 37,934	$ 46,262	$ 64,811	70.85%

When looking at median household income for the City of St. Charles and that of other area jurisdictions, the City of St. Charles compares favorably with similar percent increases since 2000 (See Table 9). Again, median is the exact middle point that divides the population into two numerically equal groups. The time span of 2000-2022 provides an interesting timeframe to review this metric. In the 2000's you had an economic boom, culminating in a large recession in and around 2008/9. That recession extended through at least 2013-2015 with eventual recovery. This period also includes the effects of the 2019/2020 COVID-19 pandemic. Additionally, more recently, increased inflation has occurred. Within this 22-year period, a lot of dynamic changes have occurred and should be remembered when viewing this data.

In total percent increases since 2000, the City of St. Charles is shown to have the 2nd highest increase (almost 80%) only to the City of Wentzville (131%), which as described earlier experienced a large boom in population and overall growth. This data will become more applicable as we view other socio-economic data which also supports this median income value.

Further reviewing this data via income levels, provides additional insight to the income/wealth of the City of St. Charles residents. Table 10 provides this breakdown of percentage of total households within each income bracket. The income bracket which has the highest percentage for household is of the $100,000-$149,999 bracket. The smallest percentage is within the $15,000-$24,999 bracket. From this data, almost 35% of households had a median income of below $35,000 in 2000, with that number dropping by over half in 2022 (14.9% of total households below $35,000). As previously stated, inflation needs to be kept in mind; however, per the U.S. Census Bureau, these numbers have been adjusted for inflation (the data set does not provide information on the exact inflation adjustment). Viewing the brackets for $100,000 or more, an increase from 2000 (13% of total households) to 2022 has been documented (42% of total households). Table 11 below also provides similar breakdown for area jurisdictions.

Table 10: Median Household Income

Income	% of Total Households		
	2000	2010*	2022*
Less than $14,999	10.5%	11.7%	5.2%
$15,000 to $24,999	11.1%	9.5%	2.9%
$25,000 to $34,999	13.1%	13.5%	6.8%
$35,000 to $49,999	17.9%	15.2%	12.2%
$50,000 to $74,999	21.6%	18.0%	16.2%
$75,000 to $99,999	12.8%	12.0%	14.7%
$100,000 to $149,999	9.6%	13.3%	20.0%
$150,000 to $199,999	1.9%	3.5%	11.7%
$200,000 or more	1.5%	3.2%	10.3%

Table 11: Household Income Estimates

Jurisdiction	Household Income by Percent of Total Households								
	Less than $14,999	$15,000 to $24,999	$25,000 to $34,999	$35,000 to $49,999	$50,000 to $74,999	$75,000 to $99,999	$100,000 to $149,999	$150,000 to $199,999	$200,000 or more
City of St. Charles	*5.2%*	*2.9%*	*6.8%*	*12.2%*	*16.2%*	*14.7%*	*20.0%*	*11.7%*	*10.3%*
Wentzville	2.7%	3.3%	4.0%	7.0%	12.4%	13.4%	28.7%	15.7%	12.8%
Lake St. Louis	7.6%	2.3%	2.8%	11.0%	12.6%	11.2%	19.8%	14.6%	22.3%
O'Fallon	3.7%	3.9%	5.1%	11.4%	13.2%	11.4%	23.2%	15.2%	12.9%
St. Peters	3.7%	5.1%	5.3%	11.1%	17.4%	14.9%	22.1%	12.3%	8.3%
St. Charles County	3.7%	3.6%	4.8%	10.3%	15.2%	13.1%	21.8%	14.1%	13.1%
State of Missouri	10.1%	7.7%	8.5%	12.3%	17.9%	13.4%	16.2%	6.9%	7.0%

Poverty

According to the U.S. Census Bureau, poverty is established by comparing pre-tax cash income to a poverty threshold that is adjusted by family composition. Also, according to the U.S. Census Bureau, "these thresholds are updated annually to account for changes in the cost of living using the Consumer Price Index for all Urban Consumers (CPI-U)" and do not vary geographically (Poverty in States and Metropolitan Areas: 2022). As estimated, the total of St. Charles percentage of total poverty in 2022 was 7.7%. Of the cities sampled, the City of St. Charles has the highest estimate of poverty in the total population and per the three (3) age brackets. It is important to note that the City of St. Charles was also higher than the combined poverty status for the St. Charles County (4.9%), but lower than that of the State of Missouri (13.2%).

In the 18-64 and 65+ bracket, the percentage has generally decreased since 2000; however, the 18 and younger bracket has seen a large increase since 2000 (2000=1.9%, 2010=16.2% and 2022=11.6%). As discussed previously, a recession occurred in between the reporting periods, which would account for increases; however, that is more aggressively shown in the 18 years and younger bracket. This large increase is not really seen in the other jurisdictions but is like that of the State of Missouri. This may warrant further investigation.

Table 11: Poverty as a Percentage

Jurisdiction	Percentage of Individuals in Poverty by Age Group									2022 Total Percentage
	Younger than 18			Ages 18 to 64			Ages 65+			
	2000	2010	2022*	2000	2010	2022*	2000	2010	2022*	
City of St. Charles	1.9%	16.2%	11.6%	5.6%	8.7%	7.1%	6.3%	5.0%	6.2%	7.7%
Wentzville	6.3%	5.0%	5.3%	7.8%	4.1%	3.4%	13.3%	6.1%	4.0%	4.0%
Lake St. Louis	1.8%	6.5%	1.3%	2.8%	3.3%	2.7%	3.9%	2.7%	7.8%	3.5%
O'Fallon	1.2%	3.6%	3.8%	3.2%	3.4%	3.5%	6.7%	5.2%	5.4%	3.9%
St. Peters	0.9%	3.2%	4.5%	2.6%	2.7%	3.4%	5.1%	3.6%	5.4%	4.0%
St. Charles County	1.5%	6.4%	5.6%	3.5%	4.5%	4.0%	5.1%	3.9%	6.9%	4.9%
State of Missouri	3.9%	19.3%	16.9%	10.3%	12.3%	12.4%	9.9%	9.3%	11.3%	13.2%

Employment Data

Table 12 provides information on the City's workforce by Industry from 2000-2022. In 2022, the City's largest industries were that of "Educational Services, Health Care & Social Assistance" (24%), "Manufacturing" (15.3%) and "Professional, Scientific, Administrative & Waste Management" (11.1%). "Retail Trade" has dropped since 2000 (2000=12.7%, 2010=13.2% and 2022=10.1%), while the educational sector has increased (2000=17.5%, 2010=22.4% and 2022=24.0%). All other sectors remained consistent throughout the period reviewed.

Table 12: Workforce by Industry

Industry	2000		2010*		2022*	
	Number	Percent	Number	Percent	Number	Percent
Agricultural, Forestry, Fishing, Hunting & Mining	120	0.4%	72	0.2%	243	0.6%
Construction	2,380	7.5%	2,095	6.3%	2,695	6.9%
Manufacturing	4,950	15.5%	5,122	15.5%	5,963	15.3%
Wholesale Trade	1,045	3.3%	772	2.3%	1,026	2.6%
Retail Trade	4,044	12.7%	4,367	13.2%	3,925	10.1%
Transportation, Warehousing & Utilities	1,952	6.1%	1,147	3.5%	3,011	7.7%
Information	974	3.1%	926	2.8%	501	1.3%
Finance, Insurance, Real Estate & Rental/Leasing	2,416	7.6%	2,507	7.6%	2,877	7.4%
Professional, Scientific, Administrative & Waste Management	3,231	10.1%	3,845	11.7%	4,338	11.1%
Educational Services, Health Care & Social Assistance	5,577	17.5%	7,405	22.4%	9,340	24.0%
Arts, Entertainment, Recreational, Accommodations & Food Services	2,802	8.8%	3,225	9.8%	2,789	7.2%
Other Services (except Public Administration)	1,462	4.6%	814	2.5%	1,128	2.9%
Public Administration	959	3.0%	698	2.1%	1,116	2.9%

Conversely to employment data, Unemployment is also tracked by both the U.S. Census Bureau and the U.S. Federal Reserve. Table 13 shows estimated data indicating the City's rate at 2.2% in 2022. This rate is below that of the St. Louis Metropolitan Statistical Area (MSA) at 2.6% and that of the State of Missouri at 2.3%. Reviewed in context of past reporting periods, this rate has obviously fluctuated as over the periods of reporting, economic downturns have occurred within recent history (2008/9 Recession), culminating in a 2010 rate of 7.2% for the city, which was higher than the other listed jurisdictions.

Table 13: Unemployment Rates

Jurisdiction	Percentage of Labor Force - Unemployed		
	2000	2010*	2022*
City of St. Charles	*4.9%*	*7.2%*	*2.2%*
St. Charles County	2.8%	6.3%	1.7%
St. Louis MSA	3.3%	7.0%	2.6%
State of Missouri	3.4%	6.4%	2.3%

Table 14: 2023 Largest Employers

2023 Largest Employers (100+)		
Employer	**Product/Service**	**Full-Time Employees**
LINDENWOOD UNIVERSITY	University/Education	Approx. 1,400
AMERISTAR CASINO AND ARA SPA	Casino/Gambling	1,031
BOEING	Aerospace/Manufacturing	Approx. 1,000
ST. CHARLES SCHOOL DISTRICT	Education	883
ROYAL CANIN USA, INC	Manufacturing	512
EPC	Electronics/Service	460
WALMART #1161	Retail	422
RX SYSTEMS, INC	Pharmacy Packaging and Supplies	257
WILLOWS WAY, INC	Non-Profit	250
MILLSTONE WEBER LLC	Construction	226
CLIENT SERVICES, INC	Call Center	220
SYSCO FOOD SERVICES ST LOUIS	Food Distribution	210
LEONARD'S METAL, INC (LMI)	Aerospace	205
TARGET STORE T1280	Retail	197
HOME DEPOT# 3009	Retail	192
LOWE'S HOME CENTER LLC #1057	Retail	168
SAM'S WHOLESALE CLUB # 8251	Retail	163
CRAFTSMEN INDUSTRIES INC	Manuf.	161
R G BRINKMANN COMPANY	Construction	161
TRINITY MANUFACTURING LLC	Manufacturing	160
NEWCO ENTERPRISES INC.	Manufacturing	150
BASS PRO SHOPS SPORTSMAN'S	Retail	149
TRUE FITNESS TECHNOLOGY, INC	Manufacturing	147
TSI GLOBAL COMPANIES, LLC	Manufacturing	144
CRAFTSMEN UTILITY TRAILER	Manufacturing	129
BIG ST CHARLES MOTORSPORTS LLC	Retail	125
GINGHAM'S HOMESTYLE RESTAURANT	Restaurant	120
LOYET LANDSCAPE MAINTENANCE, INC	Service	120
DIERBERGS	Retail	119
SCHNUCK MARKETS INC (1ST CAPITOL)	Retail	110
PUNDMANN FORD COLLISION CENTER	Retail	105
JDHQ HOTELS LLC	Service/Hospitality	104
BAR LOUIE	Restaurant	100
CRACKER BARREL OLD COUNTRY STO	Restaurant	100
TEXAS ROADHOUSE	Restaurant	100

Education

Table 15: Education Attainment

Educational Attainment	2000	2010*	2022*
Population 25 and Over	38,753	46,970	49,903
Less than 9th Grade	5.7%	4.3%	2.8%
9th to 12th Grade (no diploma)	8.4%	6.7%	2.1%
High School Graduate (includes equivalency)	30.1%	30.3%	21.6%
Some College, no degree	23.4%	21.4%	20.6%
Associates Degree	6.3%	6.0%	8.9%
Bachelor's Degree	17.0%	21.4%	28.9%
Graduate or Professional Degree	9.6%	9.9%	14.9%
High School Graduate or Higher	86.4%	89.0%	95.0%
Bachelor's Degree or Higher	26.6%	31.2%	43.8%

Reviewing the City's population from an Educational Attainment perspective, 95% of the population over 25 years of age have at least a high school education or higher, with almost 44% having a bachelor's or higher. Both categories have increased since 2000. This same population (25 years of age or older) saw a reduction in just a high school education or lower. Those who have obtained a Graduate or Professional Degree have increased since 2000 (2000=9.6% and 2022=14.9%). Overall, this shows that the city is becoming more educated (at least in obtaining degrees). In looking at this data versus that of employment (industry and actual employment numbers), many of these sectors require an education population.

City Retail Sales

Table 16: Retail Sales

Retail Sales			
Year	Total Retail Sales ($)	Difference	% Change
2010	$ 1,059,464,651.52	$ -	
2011	$ 1,097,303,155.56	$ 37,838,504.04	3.57%
2012	$ 1,137,254,486.87	$ 39,951,331.31	3.64%
2013	$ 1,108,584,553.54	$ (28,669,933.33)	-2.52%
2014	$ 1,217,384,803.03	$ 108,800,249.49	9.81%
2015	$ 1,253,328,460.61	$ 35,943,657.58	2.95%
2016	$ 1,287,991,496.97	$ 34,663,036.36	2.77%
2017	$ 1,348,200,442.42	$ 60,208,945.45	4.67%
2018	$ 1,354,642,409.09	$ 6,441,966.67	0.48%
2019	$ 1,356,437,805.05	$ 1,795,395.96	0.13%
2020	$ 1,334,881,304.04	$ (21,556,501.01)	-1.59%
2021	$ 1,440,658,248.48	$ 105,776,944.44	7.92%
2022	$ 1,661,557,958.59	$ 220,899,710.10	15.33%

Included in this section are Retail Sales since 2010. The current sales tax rate for the city is 2%. In 2022, $1.6 billion in overall retail sales was documented, which was a 15% increase over 2021 (largest percent increase from previous year in the reporting period). Overall, sales figures have increased every year with a few exceptions (2013 and 2020). These two (2) periods of reduced sales to the previous years can be explained as 2010 was at the heart of a large recession and 2020 was likely a direct result of the COVID-19 pandemic and its effects, which would also account for increase in sales from 2021 to 2022.

HOUSING CHARACTERISTICS

The last portion of the demographic review is that of housing for the City of St. Charles. Sections include information on number of units, occupancy/vacancy rates, housing type, value, and portion of income spent on mortgage/rent.

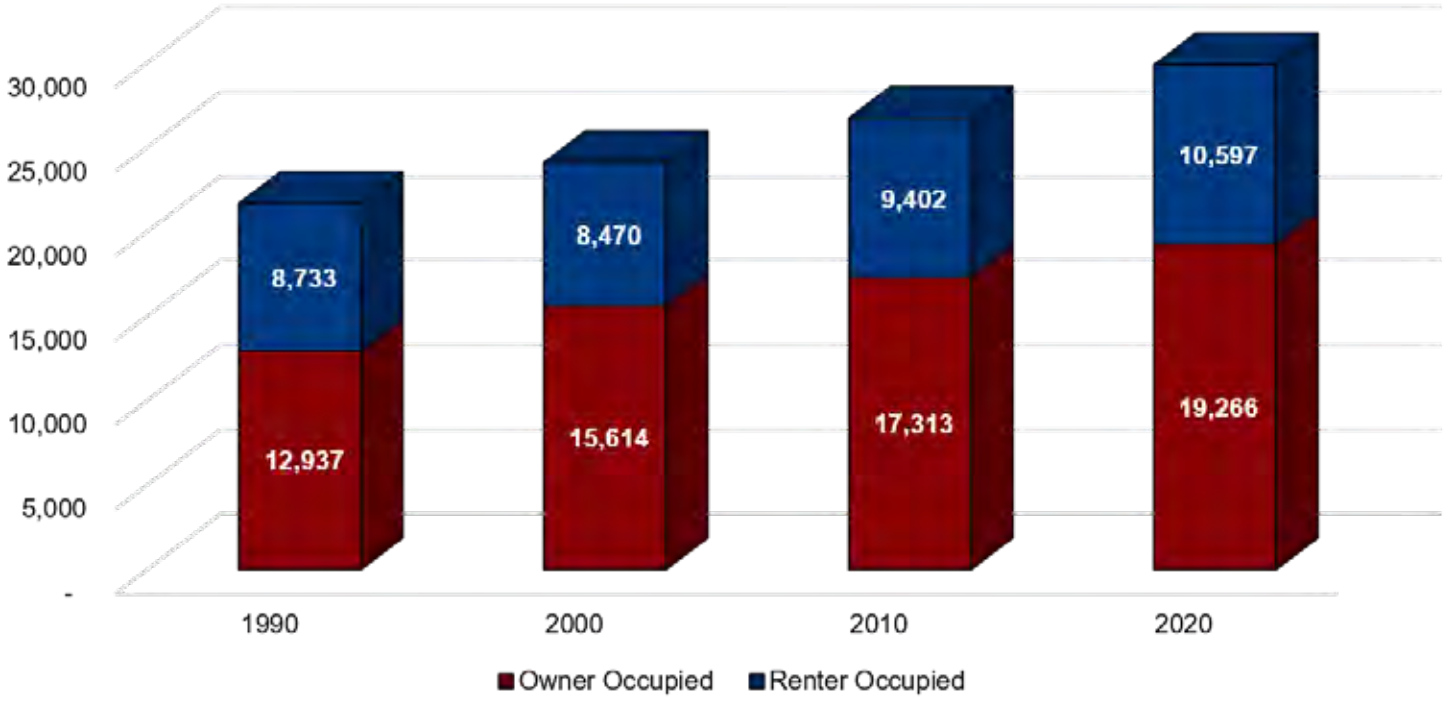
Housing Units/Occupancy

Table 17: Housing Unit Occupied vs Vacant

	Total Housing Units	Occupied Units		Vacant Units	
		Number	%	Number	%
1990	23,246	21,670	93.2%	1,576	6.8%
2000	25,214	24,087	95.5%	1,130	4.5%
2010	28,590	26,715	93.4%	1,875	6.6%
2020	31,744	29,863	94.1%	1,881	5.9%

In viewing housing, the 1st metric is that of total number of House Units. The U.S. Census Bureau defines "housing unit" as a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters. Table 17 includes information on the total number of housing units and occupied versus vacant units for the City of St. Charles. The total number of housing units for the city in 2020 was 31,744 units (an 11% increase from 2010). The percentage occupied and vacant of the total number of units has been consistent in the reporting periods.

Graph 7: Occupied Housing Units



Graph 7 above provides a further breakdown of total housing units distributed via Owner Occupied and Renter Occupied. Since 1990, the city has averaged 34.4% of total housing units as renter occupied (1990=37.6%, 2000=33.6%, 2010=32.9% and 2020=33.4%).

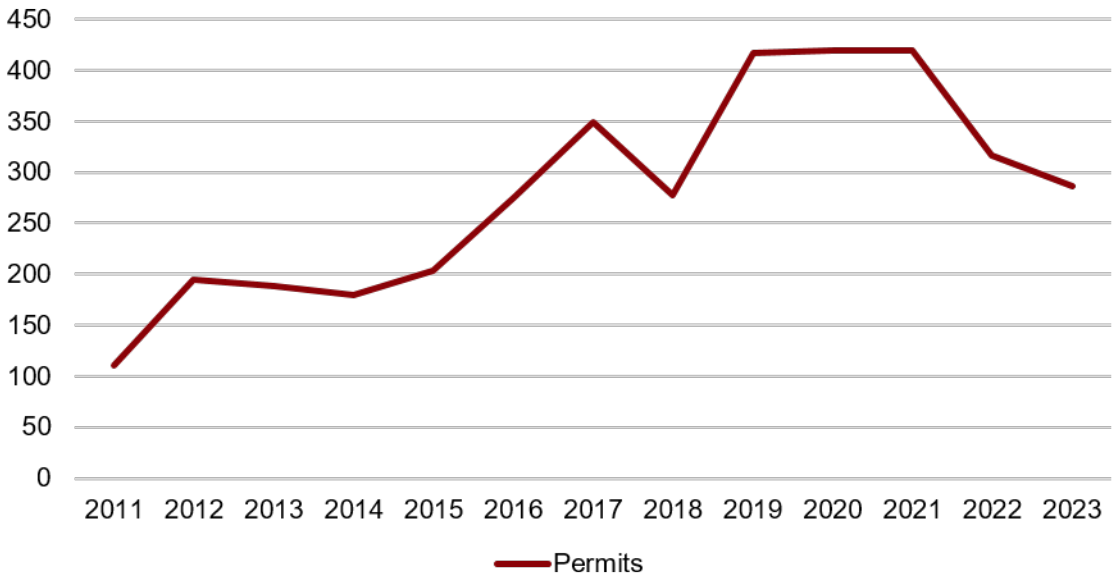
Housing Type

The City of St. Charles is a suburban city of the St. Louis MSA, and not surprisingly, the predominant housing type is Single-Family Residences (Table 18). As such, also provided is the number of additional single-family residence permits issued per year since 2011 (Graph 8).

Table 18: Housing Type)

	1990	2000	2010	2019*
Single-Family	12,410	15,240	19,191	20,030
2 to 4 units	2,247	2,480	2,226	2,280
5 to 19 units	3,872	3,834	2,998	4,220
20+ units	2,494	1,828	3,170	2,459
Mobile Homes	2,033	1,832	1,579	1,528
Boat, RV, Van, etc.	190	-	-	-

Graph 8: Single Family Permit Per Year



Housing Value

Graph 9 below on Page 31, provides the housing value by price brackets. Based upon this chart, most of the housing is within the $150,000-$499,999 range. The largest section is within the $200,000-$299,999 section (7,441 houses). Median Housing Value is also provided (Table 19). In 2021, the median value for the City of St. Charles was $269,200 (34% increase from 2010).

Graph 9: Housing Values

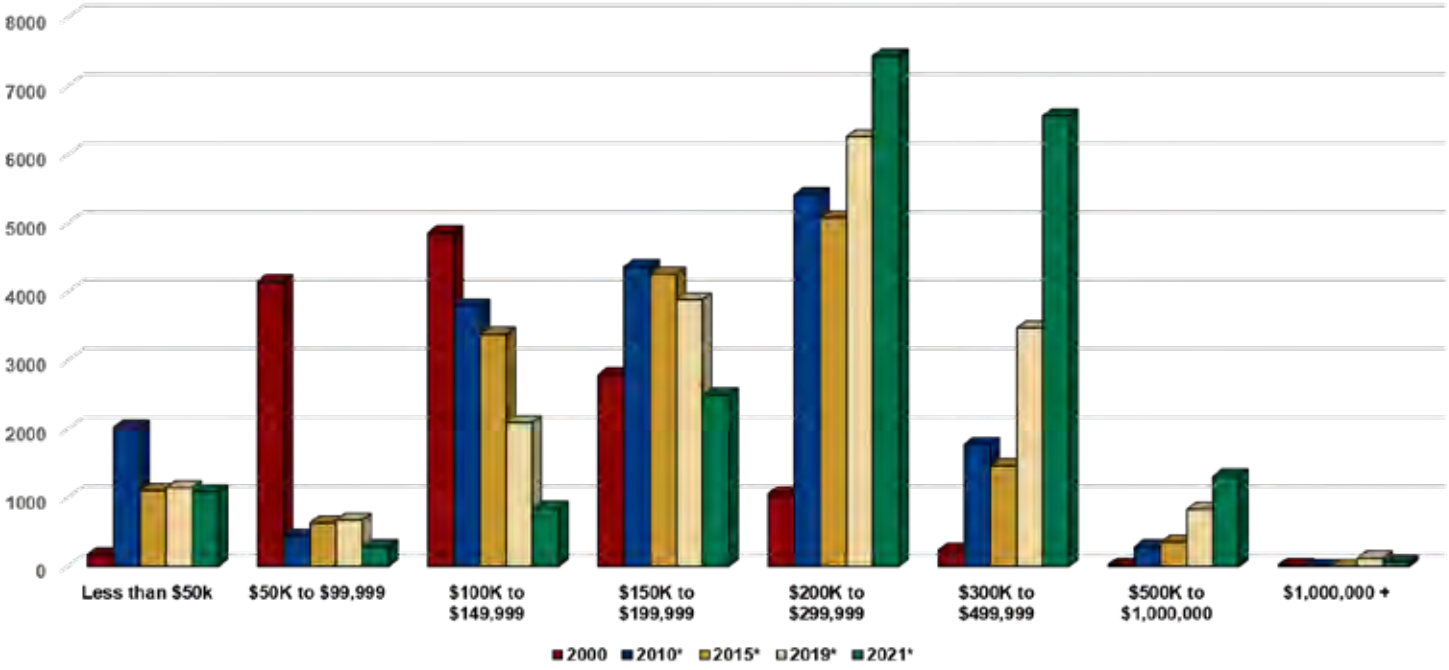


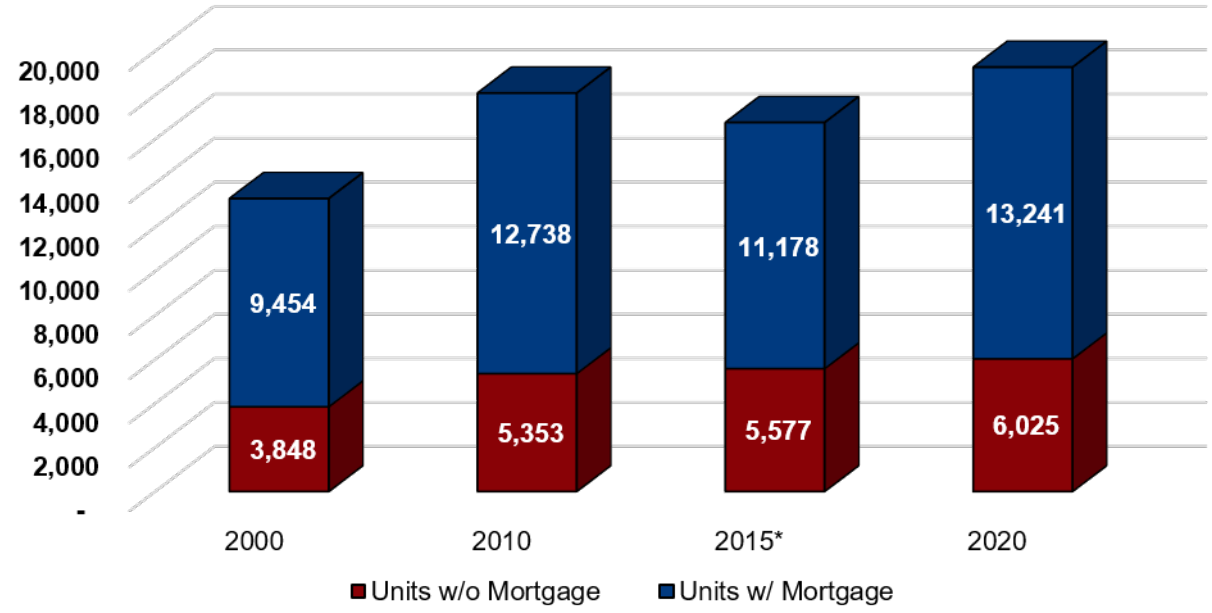
Table 19: Median Housing Value

	1990	2000	2010*	2015*	2019*	2021*
St. Louis County	$ 107,764	$ 116,600	$ 179,300	$ 173,400	$ 198,800	$ 214,297
St. Charles County	$ 109,330	$ 126,200	$ 197,300	$ 188,200	$ 219,100	$ 278,300
St. Charles	*$ 105,677*	*$ 121,300*	*$ 185,300*	*$ 173,700*	*$ 200,400*	*$ 269,200*
St. Peters	$ 112,330	$ 115,100	$ 171,500	$ 167,400	$ 182,200	$ 235,500
O'Fallon	$ 91,717	$ 135,800	$ 206,700	$ 190,900	$ 226,300	$ 281,700
Wentzville	$ 83,759	$ 113,100	$ 207,100	$ 188,100	$ 228,400	$ 297,600
Maryland Heights	$ 105,024	$ 107,900	$ 162,200	$ 151,800	$ 158,800	$ 206,700
Chesterfield	$ 226,226	$ 238,300	$ 347,100	$ 338,900	$ 379,800	$ 452,300

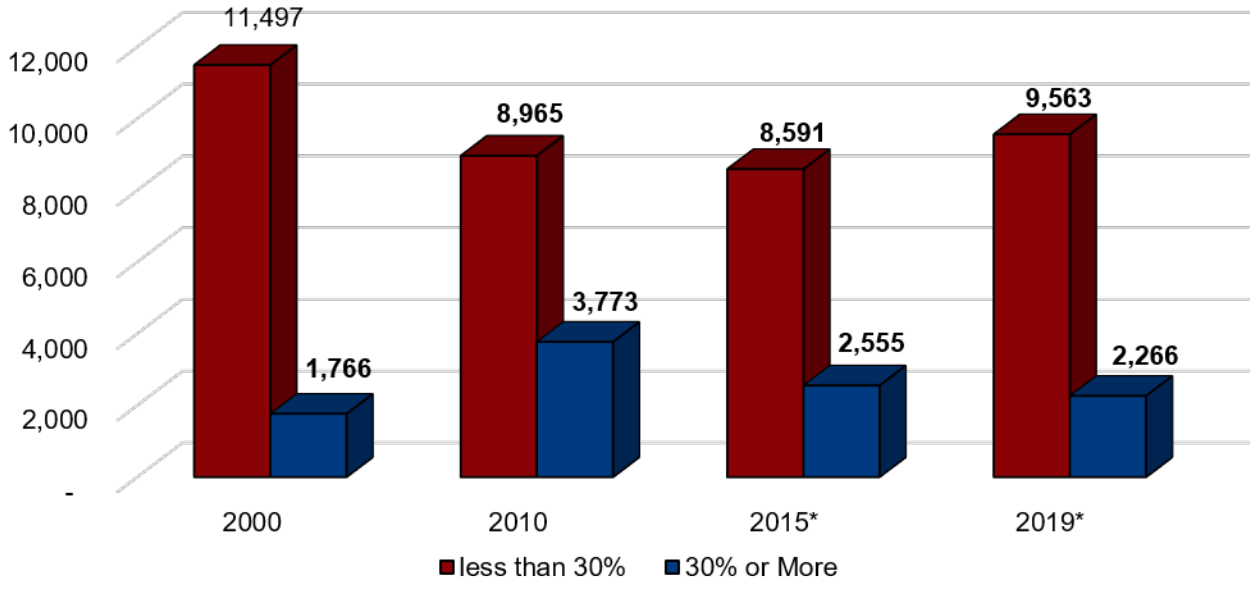
Referencing the total number of Owner-Occupied units within the City of St. Charles (19,378 units), Graph 10, provides information on those units which carry a mortgage versus those owned out-right by the occupant. In 2020, 6,025 units (31% of total Owner-Occupied Units) were mortgage free. Since 2010, this percentage has remained consistent, whereas in 2000, only 24.6% of Owner-Occupied units were mortgage free. Of those carrying mortgages, the majority of those were less than 30% of the household income. 30% is important as the U.S. Census Bureau uses this percentage as a matrix for affordability.

Only 17% in 2020 were households which monthly payment via the mortgage was above 30%. While this is seen as a good indicator, this metric should be evaluated into the future as a common sentiment is affordability has become less common based upon incomes versus increased price of housing (housing and inflation increased at an elevated pace during and after the COVID-19 pandemic). While this chart seems to indicate a large portion of the housing occupied by households are affordable, the numbers do not consider those incomes of households looking to purchase in what seems to be still an elevated housing value market.

Graph 10: Mortgage Status of Owner



Graph 11: Monthly Cost of Mortgage as a Percent of Income



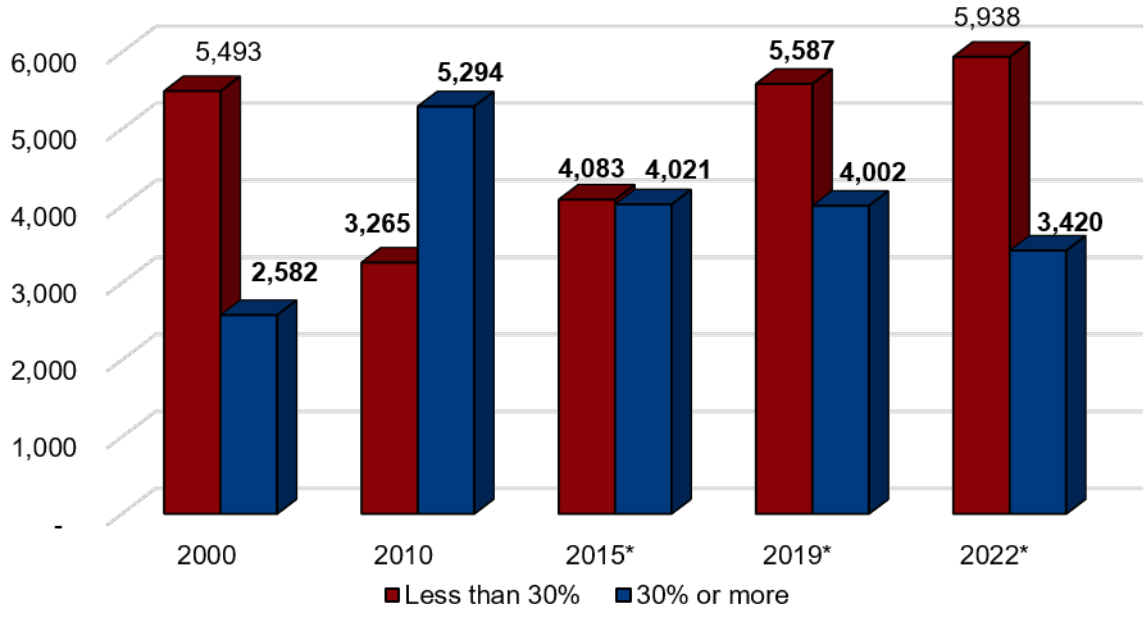
Now let's focus on renters. The below table (Table 20) provides the Median Gross Rent for the City of St. Charles and other area jurisdictions. From viewing the below, the city has seen a steady increase in the Median Gross Rent since 1990 (8% to 15% increase year over year). Overall, an 82% increase when directly comparing 2021 and 1990 values. From review against area jurisdictions, the City of St. Charles is comparable in median gross rent.

Table 20: Median Gross Rent

	1990	2000	2010	2015*	2019*	2021*
St. Louis County	$ 629	$ 601	$ 789	$ 882	$ 965	$ 1,018
St. Charles County	$ 633	$ 624	$ 819	$ 931	$ 1,057	$ 1,140
St. Charles	*$ 604*	*$ 622*	*$ 785*	*$ 852*	*$ 979*	*$ 1,100*
St. Peters	$ 690	$ 639	$ 826	$ 884	$ 1,093	$ 1,055
O'Fallon	$ 620	$ 615	$ 876	$ 986	$ 1,110	$ 1,200
Wentzville	$ 476	$ 454	$ 717	$ 928	$ 942	$ 1,100
Maryland Heights	$ 685	$ 659	$ 771	$ 887	$ 997	$ 1,065
Chesterfield	$ 890	$ 838	$ 946	$ 1,075	$ 1,196	$ 1,443

Similarly to Owner Occupied Units, Gross Rent of a percentage of Household Income was also evaluated (see below Graph 12). Compared to that of Owner Occupied, there are more renting households whose gross rent exceeds 30%, meaning more rental units may not be affordable.

Graph 12: Gross Rent as a Percentage of Household Income)



While this can be viewed as potential affordability issue, it may also be more of a reflection of lower incomes generally rent. From view from 2000, the percentage of renters exceeding 30% of their household income has decreased. This should be viewed as a good indicator overall for long-term affordability. This trend is also supported in the Table below (Table 21) which further breaks down gross rent.

Table 21: Gross Rent

Gross Rent	2000	2010	% change	2015 est	% change	2021 est	% Change
< $500	2,489	1,241	-50.1%	763	-38.5%	608	-20.3%
$500-$999	5,392	5,907	9.6%	6,045	2.3%	3,870	-36.0%
$1,000-$1,499	261	939	259.8%	2,054	118.7%	3,572	73.9%
$1,500 or more	50	558	1016.0%	654	17.2%	1,476	125.7%
Median ($)	$ 604	$ 754	24.8%	$ 852	13.0%	$ 1,029	20.8%
Gross Rent % of Income	**2000**	**2010**	**% change**	**2015 est**	**% change**	**2021 est**	**% Change**
<15.0%	1,992	1,098	-44.9%	1,284	16.9%	1,078	-16.0%
15.0%-19.9%	1,535	1,524	-0.7%	1,546	1.4%	2,092	35.3%
20.0%-24.9%	1,214	1,076	-11.4%	1,253	16.4%	1,301	3.8%
25.0%-29.9%	752	1,000	33.0%	1,294	29.4%	1,330	2.8%
30.0%-34.9%	632	732	15.8%	1,095	49.6%	1,064	-2.8%
35.0% or more	1,950	3,123	60.2%	2,926	-6.3%	2,501	-14.5%

Transportation

Existing Transportation

St. Charles connects to the regional network via several major routes. Interstate 70 (I-70) runs east to west through the city. Route 370 (Patrick J. Bray Memorial Highway) runs along the city's northern edge, linking I-70 west of St. Charles to I-270 in St. Louis County via the Discovery Bridge. Route 94 runs north to south, varying from a four-lane divided highway south of the city to a rural two-lane northward. Route 364 (Page Extension) connects Route 94 to I-270, with recent improvements including the Gutermuth Road interchange (2020), Heritage Crossing slip ramps (2021), and a diverging diamond at Muegge Road (2023).

Mass Transportation serves the residents of the City of St. Charles through Ride STC. Formerly known as St. Charles Area Transit (SCAT), Ride STC provides service to and from the Metro Route 34 - Earth City / Rider Trail Stop. Other mass transportation services include the Charley, STC Commuter Bus and St. Charles Trolley. While MetroLink does not currently extend into St. Charles County, several studies have explored future expansion westward across the Missouri River, which would increase regional accessibility and multimodal connections for St. Charles residents.

Air and Rail:

- A — Lambert St. Louis International Airport
- B — Mid-American St. Louis Airport
- C — Spirit of St. Louis Airport
- D — St. Charles Co. Regional Airport
- E — Washington Regional Airport
- F — Creve Coeur Airport
- Amtrak Station
- Metro Light Rail

Lincoln Co.

Jersey Co.

Madison Co.

Warren Co.

St. Charles Co.

St. Louis City

St. Louis Co.

Clinton Co.

St. Clair Co.

Franklin Co.

Jefferson Co.

Monroe Co.

70 94 370 364 40 61 170 270 44 55 64

Legend

- Major Roadway Network
- Counties

N W E S

SCALE: NTS

MAP 6
REGIOAL TRANSPORTATION FACILITIES

There is one (1) general aviation airport near the City of St. Charles. St. Charles County Airport, also known as Smartt Field, is located at 6390 Grafton Ferry Road. It is owned and operated by St. Charles County. Smartt Field is considered a reliever airport for Lambert St. Louis International Airport in St. Louis County.

Amtrak service is available nearby in the City of Kirkwood, just across the river, with daily routes connecting passengers to Kansas City, Jefferson City, and downtown St. Louis. Although St. Charles does not currently have its own station, Kirkwood's proximity offers residents and visitors an accessible intercity rail option.

St. Charles is located near the confluence of two (2) of the world's great rivers, with the Missouri River to the east and south and the Mississippi River to the north. However, there are no public docking facilities in St. Charles or the surrounding area.

The Katy Trail has continued to serve the community as a transportation network for pedestrians. The Riverwalk Trail project is currently underway, which will provide improvements to the Katy Trail from the Foundry Art Centre to Interstate 70. Greenway projects continue to expand. The Boschert Greenway links New Town, Fox Hill Park, and the Missouri River near historic downtown. The Busch Greenway connects the Katy Trail with Missouri Research Park and conservation areas. Broader regional efforts through Great Rivers Greenway are ongoing.

Future Transportation

Within the last five (5) to ten (10) years, plans have been produced which aim to set guidelines for meeting the transportation needs for the City of St. Charles. The Engineering Department has and continues to play a key role, creating two (2) key transportation plans, the Long Range Transportation Plan and the Bicycle & Pedestrian Master Plan. Also, in collaboration with the Engineering Department, the Department of Community Development assisted in the production of the Frenchtown Great Streets Plan, which focuses on improving the previously overlooked Frenchtown District corridor.

The City of St. Charles Long Range Transportation Plan was created in 2022 and identifies the Engineering Department projects to improve transportation within the city. This plan is broken down into the following categories: completed projects, active projects, planned projects, and future projects.

As a result of this plan being published in 2022, many of these projects have progressed in their status. While this means the document's data is not completely accurate, it also displays the progress that the Engineering Department has made in improving the transportation infrastructure.

ELM POINT IND. & MUELLER RD. INTERSECTION

BOSCHERTOWN ROAD (PHASE 2)

ELM POINT RD. EXTENSION

ELM ST. WIDENING

ELM POINT IND. DR. ADDITIONAL TURN LANES

ELM POINT RD.

HWY 94 & FOX HILL- SIGNALS

TRUMAN RD. RECONSTRUCTION (PHASE 2)

N. FIFTH ST. /LITTLE HILLS ROUNDABOUT

N FIFTH ST. INTERCHANGE CONCEPT

DROSTE AND RUTH INTERSECTION IMPROVEMENTS

TRUMAN ROAD RECONSTRUCTION (PHASE 1)

I-70 & ZUMBEHL RD. TRAFFIC STUDY

I-70 & CAVE SPRINGS TRAFFIC STUDY

W. CLAY RECONSTRUCTION (WHITE GATE TO DUCHESNE)

300 BLOCK OF RANDOLPH

W. CLAY RECONSTRUCTION (DUCHESNE TO 1ST CAP.)

W. CLAY EXTENSION

NORTH FAIRGROUNDS (PHASE 2)

DROSTE EXTENSION

COUNTRY CLUB RD. STREET LIGHTING

I-70 & HWY 94 INTERCHANGE ENHANCEMENTS

SIGNAL AT MCDONOUGH AND 5TH ST.

5TH ST. IMPROVEMENTS FROM AMERISTAR TO 1ST CAP.

1ST CAP. STREET LIGHTING I-70 TO W. CLAY

BOONES LICK RECONSTRUCTION

S. MAIN ST. REPAIRS

CONVENTION CENTER BLVD

S. MAIN ST. SOUTH RECONSTRUCTION

FIFTH ST./ S RIVER RD. CMAQ

MCCLAY & HACKMANN RD.

OLD HWY 94 & MUEGGE RD. RIGHT TURN LANE

STREET LIGHTS ON FRIEDENS RD.

FRIEDENS/ FAIRGROUNDS RD. TRAFFIC SIGNAL

370

94

70

364

Legend

- INTERSECTION IMPROVEMENTS
- ROAD IMPROVEMENTS
- COMPLETED AS OF 2025
- CIP
- CIP (FUTURE CONSIDERATION)
- POTENTIAL CIP PROJECTS

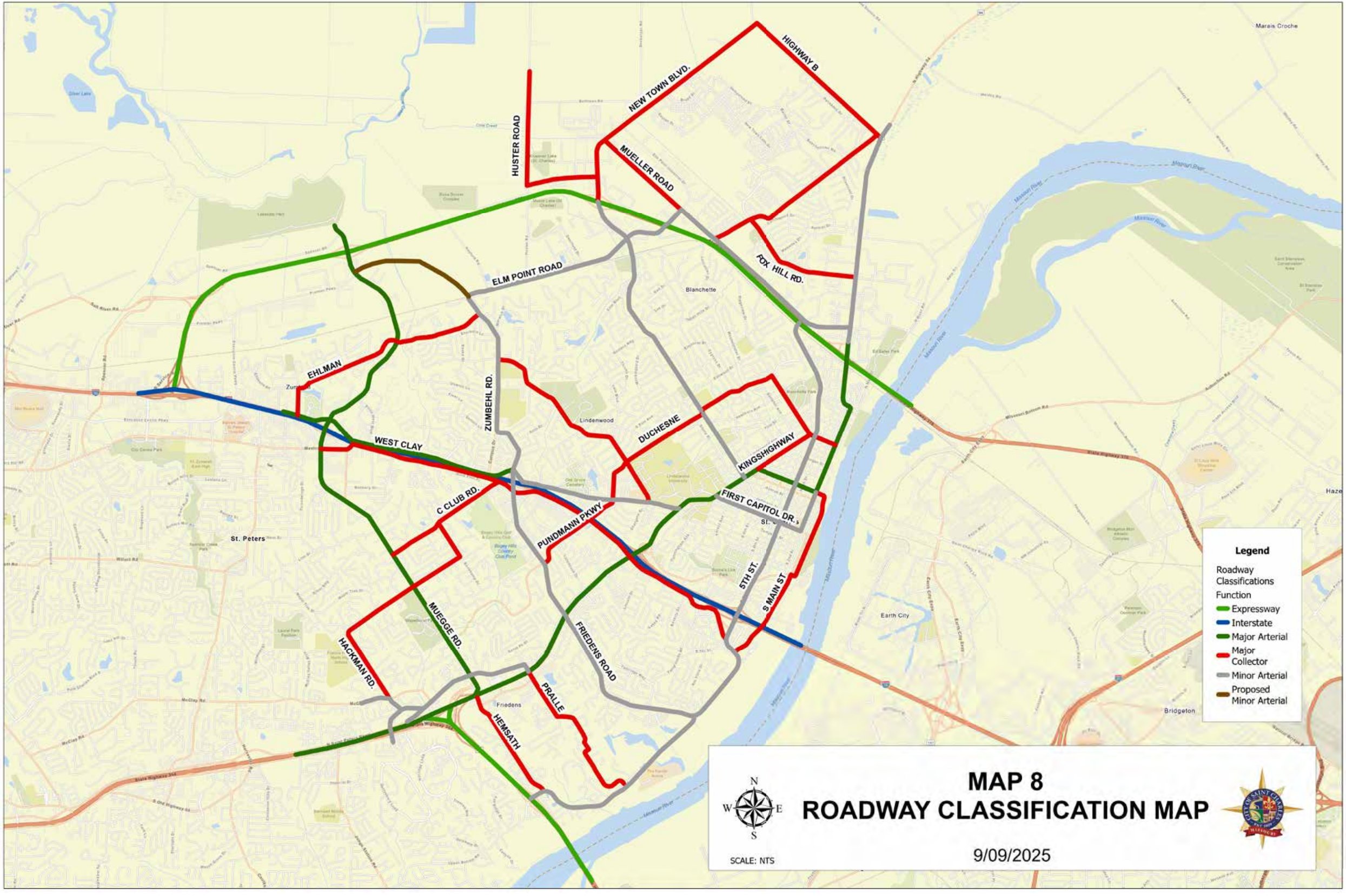
N W E S

SCALE: NTS

MAP 7
PLANNED CITY ROAD PROJECTS

10/13/25

BY: COMM. DEV. GIS DIVISION


HIGHWAY B
NEW TOWN BLVD.
HUSTER ROAD
MUELLER ROAD
FOX HILL RD.
ELM POINT ROAD
Blanchette
EHLMAN
ZUMBEHL RD.
WEST CLAY
DUCHESNE
KINGSHIGHWAY
C CLUB RD.
PUNDMANN PKWY
FIRST CAPITOL DR.
5TH ST.
S.MAIN ST
MUEGGE RD.
HACKMAN RD.
FRIEDENS ROAD
PRALLE
HEMSATH
St. Peters
Lindenwood
Friedens
Earth City
Bridgeton
Marais Croche
Missouri River
Legend
Roadway Classifications
Function
Expressway
Interstate
Major Arterial
Major Collector
Minor Arterial
Proposed Minor Arterial
N
W
E
S
SCALE: NTS
MAP 8
ROADWAY CLASSIFICATION MAP
9/09/2025

The only project listed as complete within this plan was for the year 2021, in which the Lincoln Elementary sidewalk improvements were completed. Today, many of the active projects have been completed as well. This includes the addition of parking under I-70, the new Frontier Park Pedestrian Bridge, the I-70 and 5th Street Interchange improvements, and the addition to the Little Hills Expressway & Mel Wetter Parkway Roundabout. These completed projects serve several different transportation needs. The added parking under I-70 and Frontier Park Pedestrian Bridge benefit walking and cycling pedestrians specifically. The I-70 and 5th Street Interchange improvements and the addition to the Little Hills Expressway & Mel Wetter Parkway Roundabout both serve automobile users, through traffic calming measures.

Several of the planned projects have begun construction. This includes the Main Street Extension, Duchesne Reconstruction, and Regency Parkway Reconstruction. Each of these projects will greatly improve the street connections within the city. The Main Street Extension will extend Main Street through the future City Center Complex, bridging the gap between Historic Main Street and the Frenchtown District. The Duchesne Reconstruction will improve the road surface, sidewalks, and stormwater drainage, making it safer for drivers and pedestrians. The Regency Parkway Reconstruction will update an important road that connects neighborhoods and businesses, helping traffic flow better and supporting the growth in the area.

Other important transportation projects are still in planning or design stages and have not yet started construction. These include the First Capitol Corridor Improvements, Historic Main Street Reconstruction, and Elm Point Industrial Drive Reconstruction. The First Capitol project will focus on making the corridor safer and easier to travel, whether you're walking, biking, or driving. The Historic Main Street Reconstruction will help preserve the character of the area while upgrading the roadway and sidewalks to better handle daily use and events. The Elm Point Industrial Drive project will improve access to the industrial area by rebuilding the road to better handle heavy traffic and support future business growth.

The City of St. Charles continues to make steady progress in carrying out the goals of the Long Range Transportation Plan. While some projects are still underway or in early planning stages, many have already been completed or are actively being built. This ongoing work reflects the City's commitment to improving safety, connectivity, and access for all residents and visitors.

Bicycle & Pedestrian Master Plan

The Bicycle and Pedestrian Master Plan was finalized and published in 2016. According to this plan, the purpose is to improve upon walkability and bikability within the City of St. Charles. Help attract residents while "providing a more accessible, safe, connected, and livable place for current residents". This plan provides a step-by-step guide for achieving the goal of the purpose statement. The master plan includes a section for the existing conditions, planning process, public engagement process, recommendations, design guidelines, and funding sources.

The existing conditions of the City of St. Charles includes steady population growth with an increasing demand for alternative transportation options like walking and biking. Vehicle Miles Traveled (VMT) peaked in 2007 and has declined slightly since, indicating a shift in travel habits. From 2010 to 2014, the number of residents walking or biking to work rose, reflecting growing interest in active transportation. Biking and walking transportation options are essential for those who cannot drive due to age, disability, or finances. A community survey confirmed strong public support for improved infrastructure for these methods of transportation. Many survey participants cited lack of sidewalks, unsafe crossings, and fast drivers as reasons they do not bike or walk more regularly. Most respondents expressed a desire to walk or bike more often, if better infrastructure and a safer environment were available.

The planning process for the Bicycle and Pedestrian Master Plan was guided by community input, data collection, and coordination with City staff and stakeholders. There were five (5) priorities identified, which are the base of the Master Plan. The 1st priority is to connect to key destinations and address barriers in and near the city. The 2nd is to set infrastructure and land use standards that lead to desirable streets and trails. The 3rd is to communicate and share the safety and health benefits of active transportation. The 4th is strengthening connections to the Katy Trail. The 5th priority is to ensure accessibility for active transportation throughout the city.

Public engagement played a central role in shaping the Bicycle and Pedestrian Master Plan. The city collected public input through surveys, community events, pop-up tabling sessions, and a demonstration project on Riverside Drive. Key takeaways included a desire for safer walking and biking infrastructure and increased interest in walking/biking if better facilities were available.

The recommendations outlined in the plan are organized around the “5 Es” of active transportation: Education, Encouragement, Enforcement, Evaluation, and Engineering. These strategies aim to support safer, more frequent walking and biking through public awareness campaigns, community events, police and school engagement, and performance tracking. Engineering recommendations include expanding and improving the City’s pedestrian and bicycle infrastructure, such as multi-use paths, bike lanes, calm streets, shared lanes, and sidewalks.

The design guidelines section of the plan offers a detailed framework for creating a safe, accessible, and user-friendly transportation environment. These guidelines include recommendations for bike parking, signage, sidewalk design, traffic calming, and route markings, all of which are intended to support both recreational and commuting needs for pedestrians and cyclists.

Finally, the plan identifies a range of potential funding sources to support implementation, including federal and local funding opportunities, private partnerships, and technical assistance programs. By combining research, community input, and plans for implementation, the Bicycle and Pedestrian Master Plan aim to create a more connected, healthy, and accessible St. Charles for years to come.

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 of St. Charles, 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. The Great Streets Plan also identifies goals for implementing improved transportation infrastructure within Frenchtown.

The Connections & Mobility section of the Frenchtown Great Streets Plan includes the specific transportation goals. The proposed goals include improvements to the N 2nd Street corridor, converting one-way streets like North 3rd and North 4th into two-way streets, and removing the roundabout at North 3rd and Tecumseh Street. The plan also identifies extending N Main Street through the ACF property to connect the already thriving Historic Main Street with the up-and-coming Frenchtown.

Public transit improvements are also addressed, with recommendations for more consistent and frequent service and enhanced amenities such as comfortable bus stops with seating and signage. Additional goals include expanding public parking options, increasing pedestrian access to the riverfront, and developing connecting trails and bike routes throughout the district. The plan also includes the introduction of e-scooter and bike rental systems to further promote alternative modes of transportation.

The mobility goals outlined in the plan include: (1) creating a walkable, connected multi-modal street network; (2) enhancing the comfort and aesthetics along North Second and North Third Streets; (3) solving parking challenges; (4) connecting the area's trail systems; and (5) establishing safe, active connections to the Missouri River. Each of these strategies aim to enhance the transportation within Frenchtown to aid the revitalization efforts for the district, both to serve the existing and future community.

Many of the transportation goals of the Great Streets Plan have been started. This includes the expansion of public parking options. The City has purchased property in Frenchtown and provided new paved parking lots for visitors to the district. This includes a lot adjacent to 1121 N 2nd Street and a lot adjacent to 1312 N 2nd Street. Bike rentals have also been successfully introduced in Frenchtown with the opening of Juiced Wheels, a bicycle sale and service shop that also provides e-bike rentals.

Other transportation goals are also underway, and in the process of completion. The 2nd Street improvements have begun and will improve the pedestrian accessibility and safety throughout the streetscape. Additionally, the extension of North Main Street is in progress as part of the City Center Complex development, which includes the construction of the new City Hall. This project not only supports the Plan's goal of reconnecting the street grid but also reinforces the broader vision of creating a more accessible and connected district that serves as a civic hub for St. Charles.

Together, these efforts reflect the City's commitment to transforming Frenchtown into a safer, more connected neighborhood, while honoring its historic character and supporting future growth.

Connecting Existing and Future Transportation

The City's ongoing transportation projects will help achieve a cohesive, multimodal network that connects residents, businesses, and visitors across the city. As new improvements are made, they're helping to tie the city's neighborhoods, streets, and trail systems into one connected network that works for everyone.

Efforts like the North Main Street extension and 2nd Street upgrades are reconnecting key parts of the city, linking Historic Main Street with Frenchtown and making it easier to get around by foot, bike, or car. At the same time, regional trail connections and streetscape improvements are building on what's already in place to improve safety, access, and overall flow.

By coordinating efforts across the Long Range Transportation Plan, Bicycle & Pedestrian Master Plan, and Frenchtown Great Streets Plan, the city is creating a transportation system that's more connected, more accessible, and ready to support future growth. The progress made so far shows a commitment to making it easier, and safer, for the public to move through St. Charles.

Utilities & Infrastructure

The City of St. Charles provides several utility services to its residents: Water, Sewer, and Storm Water. In addition, the City also has 3rd party providers which offer additional services to its residents (gas, telephone, internet, etc.). Below is information on all services available via the City of St. Charles.

Water

The City of St. Charles supplies potable water to its residents as well as some non-residents (property not yet annexed). Water is both purchased from the City of St. Louis and is produced via underground aquifers via wells to service the City's residents. Concerning water drawn from underground aquifers, a total of 7 wells (6 vertical and 1 horizontal) is located within the wellfield north and south of Hwy 370. The design capacity of these wells allows for over 15 million gallons per day of potable water. This wellfield is protected via a Wellhead Protection District which restricts land use and incorporates design standards.

Water produced via the wellfield is treated at the City's Elm Point Water Treatment Plan. The water is processed and soften via lime and normal filtration. From there, water produced from the wellfield is treated again via a Granular Activated Carbon (GAC) system. The GAC system was installed in 2023-2024 to filter out any potential pollutants which may be within the wellfield.

In addition to water produced via the wellfield, supplement water is also purchased via St. Louis City on an as needed basis. Storage of water is via above ground and ground mounted tanks at approximately 11 million gallons strategically located around the city. Distribution of that water is via 384 miles of water mains, 353 miles of the total are owned and maintained by the city.

In 2016, the Long Range Water Plan was adopted to drive recommendations for future Capital Improvement Projects (CIP) concerning the City's water resources. This plan is currently being updated; however, it is planned for completion in 2027.

Sewer

The City currently has two (2) sewer treatment facilities:

1. Mississippi River Wate Treatment Plant – Design flow of 9.63 million gallons per day (currently at 55% capacity), and
2. Missouri River Wastewater Treatment Plant – Design flow of 7.54 million gallons per day (current at 57% capacity).

Sewer is serviced with 357 total miles of sanitary lines (322 miles are City owned and maintained). With plenty of capacity and reach, the City can accept additional development.

In 2016, the city adopted the Long Range Sanitary Sewer Plan, which identified and planned for system improvements (costs, schedules, etc.). This plan is currently being reviewed for update.

Stormwater

The City regulates stormwater discharge from any property within its jurisdiction. This is accomplished primarily at the time of development of a property. With the inclusion of storm inlets, manholes, outfalls, underground pipes, the city maintains a total of 190 miles of stormwater infrastructure.

While development is reviewed prior to construction, post construction issues which arise can and are handled by the City. To assist in the funding of such projects, City residents approved “Proposition P” in 2016, which provides a 1/2 cent sales tax that is be split: 2/3’s of the funding going to Storm Water and 1/3 going to the Parks & Recreation Department for outdoor recreational uses. With its passage, a Stormwater Master Plan was adopted in 2017 which identified 24 original projects, which most have been completed. An update to this original plan is slated for 2027 to identify new projects.

Community Facilities

The City of St. Charles is supported by a wide range of community facilities that contribute to the health, education, safety, recreation, and overall quality of life of its residents. These facilities form the foundation for a well-functioning community and support the City's goals for sustainable growth and livability.

- **Health & Human Services:** St. Charles is home to a variety of health and human services that address the physical and mental well-being of the community:
  - Hospitals: SSM Health St. Joseph Hospital – St. Charles, located at 300 First Capitol Drive, is a major healthcare provider offering comprehensive services including emergency care, inpatient and outpatient services, and specialized treatment programs. Nearby Progress West Hospital in O'Fallon also serves residents in the broader region.
  - Public Health Services: The St. Charles County Department of Public Health, located at 1650 Boone's Lick Road, provides a broad range of services, including immunizations, public health education, environmental health monitoring, animal control, and vital records. These services play a key role in maintaining community health and responding to public health concerns.
  - Veterans Affairs (VA) Services: The St. Charles County VA Clinic, located at 2845 Veterans Memorial Parkway, delivers outpatient care to eligible veterans, including primary care, mental health services, women's health, and specialty services. It is part of the VA St. Louis Health Care System and helps ensure local access to federal health benefits for veterans in the area.

- **Public Safety Services:** St. Charles is served by a coordinated network of public safety agencies that ensure the protection and well-being of residents, businesses, and visitors.
  - Police Department: The City of St. Charles Police Department, headquartered at 1781 Zumbehl Road, provides comprehensive law enforcement services, including crime prevention, investigation, traffic enforcement, and community outreach programs.
  - Fire Department: The City of St. Charles Fire Department operates multiple stations strategically located throughout the city to provide rapid response to fire, rescue, and emergency medical incidents.

  - Ambulance and Emergency Medical Services: Emergency medical transport and advanced life support are provided through the St. Charles County Ambulance District (SCCAD), a countywide agency staffed by licensed paramedics. SCCAD works in close coordination with the St. Charles Fire Department and area hospitals to ensure timely emergency response and high-quality pre-hospital care for residents and visitors.

Fire Station #4 - Admin Office
Central County Fire Station#5
Fire Station #3
St. Charles County Ambulance District
Fire Station #1
St. Charles County Ambulance District
VA Clinic
Fire Station #5
SSM St. Josephs Hospital
Police Station
SSM Health Outpatient Center
St. Charles County Ambulance District
Fire Station #2
Bethman Rd
New Town Blvd
Weldey Rd
Missouri River
Lakeside Park
Spencer Rd
Premier Pkwy
Hanford Rd
Elm Point Rd
Little Hills Expy
Fox Hill Rd
Abricot Dr
Katy Trl
N River Rd
St Stanislau Park
Ehlmann Rd
Harry S Truman Blvd
Ipswich Ln
ZUMBEHL
BLANCHETTE
Elm St
N Duchesne Dr
N 5th St
Aubuchon Rd
Tradeport Dr
Harry Truman Park
Ferguson Ln
W Clay St
Mill Rd
ST. PETERS
Millwood Dr
McClay Rd
Muegge Rd
Cole Creek
S 1st Capitol Dr
FRIEDENS
Friedens Rd
State Highway 364
Arena Pkwy
ST. CHARLES
S 5th St
Tausig Ave
Cowmire Creek
EARTH CITY
Gallatin Ln
CHAMP
370
94
364
180
141

Legend:

Emergency Service Type

- Fire Station #1
- Fire Station #2
- Fire Station #3
- Fire Station #4- Admin Office
- Fire Station #5
- County Fire Station #5
- St. Charles County Ambulance District
- Hospital
- Hospital Outpatient
- Police
- VA Clinic

City Limits

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SCALE: NTS

MAP 9
Emergency Services

10/24/25

- **Education:** Public education is provided by multiple school districts, including the St. Charles, Francis Howell, and Orchard Farm School Districts, which serve the City's K-12 students. Private schools, such as Immanuel Lutheran School, Academy of the Sacred Heart, and Duchesne High School, also offer alternative educational opportunities.

For higher education opportunities in St. Charles, Lindenwood University offers a variety of undergraduate and graduate programs. The university is also home to NCAA Division I athletic programs, drawing regional attention and contributing to community engagement. In addition to academics and athletics, Lindenwood supports the local economy and offers public access to arts, cultural events, and campus facilities.

Fort Zumwalt
Orchard Farm
St Charles
Francis Howell
ZUMBEHL
BLANCHETTE
ST. PETERS
ST. CHARLES
EARTH CITY
HAZELWOOD
Bethman Rd
New Town Blvd
Weldey Rd
Missouri River
Lakeside Park
Spencer Rd
370
Premier Pkwy
Harry Truman Blvd
Mueller Rd
Apricot Dr
Fox Hill Rd
Little Hills Expy
Katy Trl
St Stanislau Park
Aubuchon Rd
Tradeport Dr
Harry Truman Park
Ferguson Ln
Elm St
W Adams St
N Duchesne Dr
N 5th St
S Duchesne Dr
Sibley St
W Clay St
Mill Rd
Millwood Dr
McClay Rd
Jungerman Rd
Boschert Creek
Cole Creek
Friedens Rd
Bones Lick Rd
S 5th St
S 2nd St
MISSOURI RIVER
Missouri River
State Highway 364
Arena Pkwy
Dunn Rd
Gallatin
94
141
180
364
70

Legend:

School Type:

- Child Care Center
- Early Childhood
- Elementary
- Family Home
- High School
- License Exempt Program
- Middle School
- Private School
- School
- Secondary Education
- School Districts
- City Limits

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MAP 10
SCHOOLS

12/19/25

- **Parks and Recreation:** The City maintains an extensive park system managed by the Parks and Recreation Department. The Parks' facilities provide spaces for outdoor activities, sports, and community events. The City's investment in parks supports health, wellness, and community engagement.

The City of St. Charles maintains a total of 26 parks that provide a wide range of recreational amenities, including walking and biking trails, sports courts and fields, playgrounds, pavilions, and aquatic facilities. Among the most notable parks in the city are:

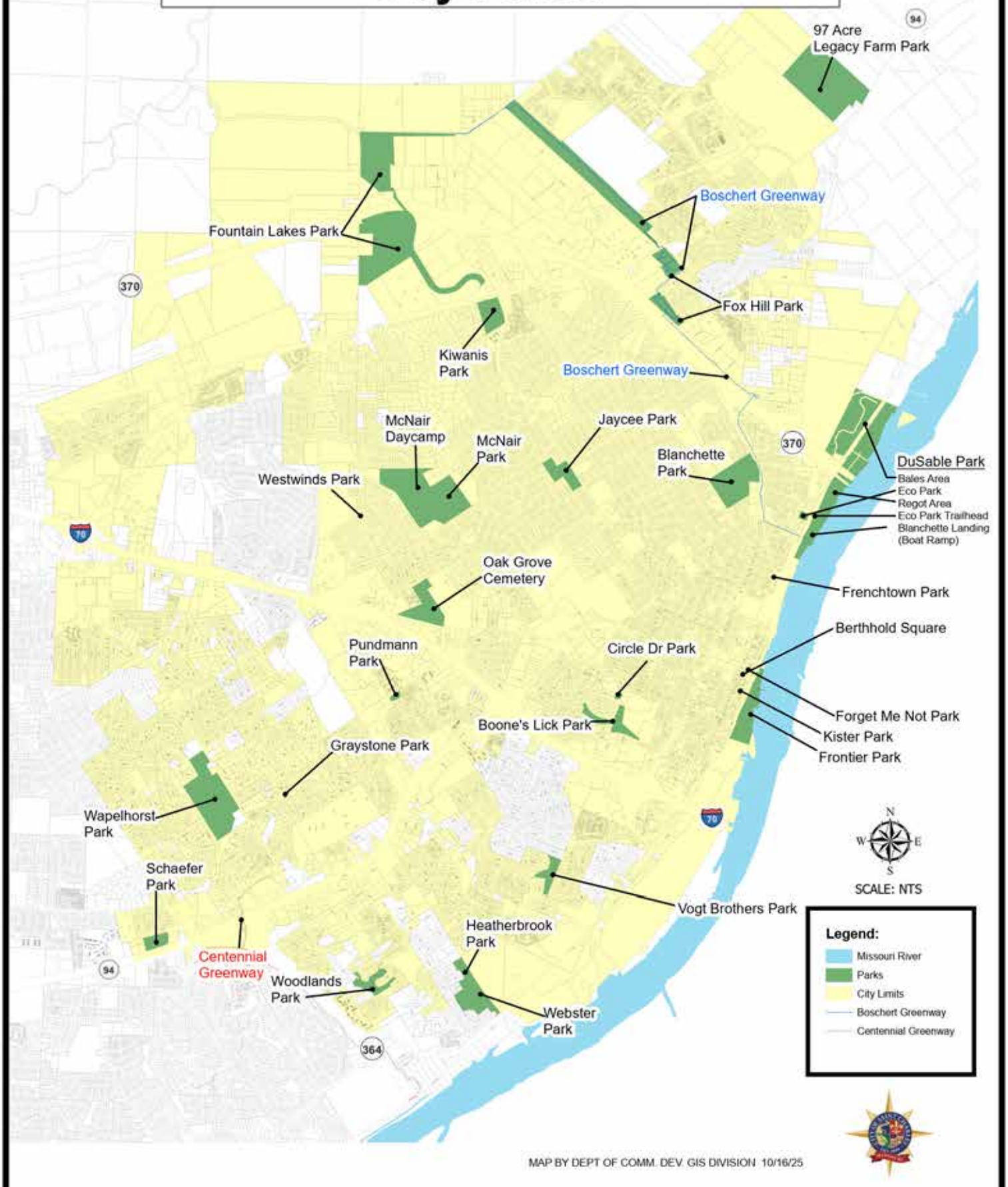
- Frontier Park: Located along the Missouri River in Historic Downtown St. Charles, this park hosts many of the city's major community events and festivals, such as Riverfest and the Festival of the Little Hills. The park also features a scenic walking path, a performance gazebo, and access to the Missouri Department of Natural Resources Katy Trail.
- Blanchette Park: Blanchette Park was the first City Park acquired on September 26, 1914, and the beginnings of the St. Charles Parks and Recreation Department. This park includes Memorial Hall, athletic fields, playgrounds, and the Blanchette Aquatic Facility. It's the hub for the City's recreational programming.

- McNair Park: McNair is divided into two sections by a creek and surrounding woodland area. Both sides provide a mix of passive and active recreation and area connection by the parks internal loop trail system which also connects the park to surrounding neighborhoods. This large neighborhood park offers tennis courts, ball fields, disc golf, a skate park, and a playground. It also includes open space and walking trails, making it a popular spot for families and sports enthusiasts.

- Wapelhorst Park: Wapelhorst Park contains a mix of active and passive recreation components throughout the park. Major destination amenities within the park include a four (4) field softball complex, an aquatic center with speed slide, tennis/pickleball courts, and the Gould Community Building. Three shelters, a fishing lake, an interpretative nature trail and wildflower area and several large open lawn areas and picnic sites throughout the park provide a variety of passive recreation opportunities.
- Legacy Farms Park: Purchased in 2019, this new 97-acre parcel, (strategically located north of New Town, west of the intersection of Hwy 94 and Hwy B as well as directly east of Orchard Farms School District new campus), is planned as a future park for the City. This new park will be a catalyst for economic development as well as a central amenity for future city growth. A Master Plan was completed in 2021 which identified many opportunities for future amenities. In 2025 funding was allocated to complete Phase 1 of the Legacy Farms Park Project. This 20 acre phase will include a large signature playground, restrooms, pavilion, small bike park, disc golf course, trails, natural open green spaces, roadways and parking areas will begin construction in 2026 and be completed by the summer of 2027. Securing funding for future phases and a full park build out is ongoing.

These signature parks, along with many neighborhood and community parks, reflect the city's commitment to high-quality, accessible recreation for residents of all ages.

MAP 11
City Parks



MAP BY DEPT OF COMM. DEV. GIS DIVISION 10/16/25

- **Libraries:** The St. Charles City-County Library District operates several branches within the city, including the Kathryn Linnemann and McClay branches. These libraries offer residents access to books, digital resources, educational programs, and community activities that support lifelong learning.
- **Senior Services:** As St. Charles continues to grow and change, the needs of its senior residents remain a vital part of community planning. Nearly 18,000 (25% of total population) of St. Charles residents are age 60 or older, a demographic that may continue to rise in the coming decades. Ensuring access to supportive services, social opportunities, transportation, and housing options allows older adults to remain active, independent, and engaged in community life. The city partners with regional agencies, nonprofit organizations, and local institutions to deliver a wide range of senior services that enhance quality of life for older adults and their caregivers.
  - St. Charles Senior Center (Aging Ahead): Provides programs, meals, health services, and social activities aimed at supporting the well-being and engagement of older adults in the community.
  - Transportation (The Charley): A curb-to-curb ride service within the City of St. Charles with priority given to seniors and disabled riders.
  - Senior Citizens Advisory Commission: A city commission that represents senior interests, advises City Council on senior issues.
  - Financial Assistance: Low-income utility tax rebate is available through the City to eligible senior citizens.

- **Cultural and Arts Facilities:** Cultural amenities in St. Charles play an important role in shaping community identity, supporting economic vitality, and enhancing quality of life. These facilities not only provide opportunities for residents to participate in and enjoy the arts, but also draw visitors from across the region, reinforcing the City's historic and cultural character.
  - Foundry Art Centre: A city-owned facility for visual and performing arts, featuring galleries, studio space for working artists, rotating exhibitions, and community events. The Foundry also hosts youth programs and workshops that encourage participation in the arts across generations.

  - J. Scheidegger Center for the Arts (Lindenwood University): A major performing arts venue that brings national touring productions, concerts, and symphonies to the community while also supporting student and faculty performances.

- St. Charles Family Arena: A large-scale multipurpose venue that hosts concerts, sporting events, expos, and community gatherings, drawing regional audiences and contributing to the City's role as a center for entertainment.

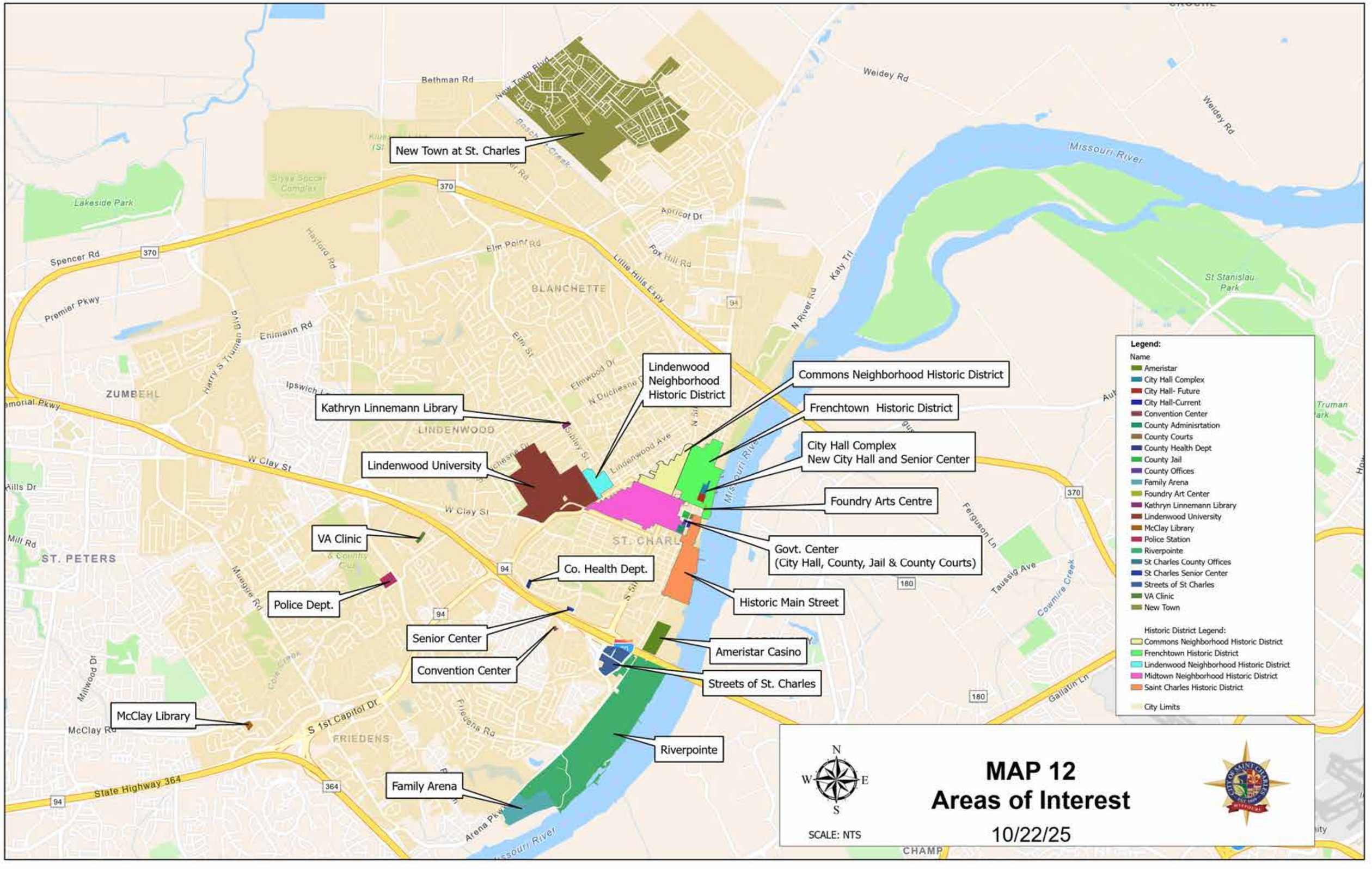
- St. Charles Convention Center: A city-owned event venue that accommodates conferences, trade shows, banquets, and cultural events, serving both residents and visitors while supporting the City's hospitality economy.

- Ameristar Casino, Resort & Spa: Beyond gaming, Ameristar provides entertainment options including restaurants, live music, and performance spaces that contribute to the City's cultural and tourism offerings.

- Historic Main Street and Frenchtown: In addition to formal venues, the City's historic districts host art walks, festivals, antique fairs, and craft markets, blending cultural heritage with contemporary creative expression.

- Local Festivals and Events: Seasonal events such as Festival of the Little Hills, Oktoberfest, the Missouri River Irish Festival, and Christmas Traditions integrate arts, culture, and tourism, reinforcing the City's role as a regional destination.

The City's cultural and arts facilities are vital assets that support both community well-being and economic development. Continued investment in venues, public art, and partnerships with local organizations will strengthen St. Charles' position as a cultural destination. Growth opportunities include supporting arts-based businesses in the Frenchtown area, expanding public art installations in parks and along trails, and ensuring cultural facilities remain accessible to all residents.


New Town at St. Charles
Lindenwood Neighborhood Historic District
Commons Neighborhood Historic District
Frenchtown Historic District
City Hall Complex
New City Hall and Senior Center
Kathryn Linnemann Library
Lindenwood University
Foundry Arts Centre
Govt. Center
(City Hall, County, Jail & County Courts)
VA Clinic
Co. Health Dept.
Police Dept.
Historic Main Street
Senior Center
Ameristar Casino
Convention Center
Streets of St. Charles
McClay Library
Riverpointe
Family Arena
Bethman Rd
Weldey Rd
Missouri River
Lakeside Park
Spencer Rd
Premier Pkwy
Ehlmann Rd
Elm Point Rd
Fox Hill Rd
Little Hills Expy
BLANCHETTE
ZUMBEHL
LINDENWOOD
ST. PETERS
FRIEDENS
ST. CHARLES
W Clay St
Mill Rd
McClay Rd
S 1st Capitol Dr
State Highway 364
Arena Pkwy
Elmwood Dr
Lindenwood Ave
Apricot Dr
Harvard Rd
Elm St
Ipswich Ln
Harry S Truman Blvd
Katy Trl
N River Rd
St Stanislau Park
Ferguson Ln
Taussig Ave
Cowmire Creek
Gallatin Ln
Millwood Dr
Muegler Rd
Fiegens Rd
Sibley St
370
94
364
180
Legend:
Name
Ameristar
City Hall Complex
City Hall- Future
City Hall-Current
Convention Center
County Administration
County Courts
County Health Dept
County Jail
County Offices
Family Arena
Foundry Art Center
Kathryn Linnemann Library
Lindenwood University
McClay Library
Police Station
Riverpointe
St Charles County Offices
St Charles Senior Center
Streets of St Charles
VA Clinic
New Town
Historic District Legend:
Commons Neighborhood Historic District
Frenchtown Historic District
Lindenwood Neighborhood Historic District
Midtown Neighborhood Historic District
Saint Charles Historic District
City Limits
N
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SCALE: NTS
MAP 12
Areas of Interest
10/22/25

LAND USE

Existing Land Use

In 1999, the Department of Community Development conducted a comprehensive land use inventory of the St. Charles Planning Area. This survey conducted using on-site inspections of property throughout the city, coupled with data from the St. Charles County Assessor, geographic information system (GIS) software, and aerial photos. The purpose of the survey was to produce an accurate inventory of how land in St. Charles and its planning area is being used.

In 2011, the Department of Community Development completed a subsequent review of existing land uses within the St. Charles City to determine if the general uses of properties had significantly changed over the last ten (10) years. Staff reviewed data from St. Charles County's Master Plan Envision 2020. An existing land use map was provided by St. Charles County GIS Services which identifies eleven (11) different land uses ranging from low density residential to industrial. Some of the current land uses identified by St. Charles County are different from the original uses listed in the 2002 Comprehensive Plan, such as government and office.

As a continuation of earlier land use studies, in 2024 planning staff worked with City GIS specialists to create an interactive land use map for the City of St. Charles and surrounding areas of potential growth, based on the County Assessor's records of land uses windshield survey verification. Approximately 10,865 acres (42%) are agricultural, 7,502.03 acres (29%) are residential, 2,587 acres (10%) are commercial/office, 1,966.12 acres (7.6%) are industrial, 1,552.2 acres (6%) are used for parks, golf courses and miscellaneous open space, and 1,164.15 acres (4.5%) are used for institutional. City staff have also identified sub-area plans to be used as a guide for future development within the city. Following are brief descriptions of the land use categories and where in the city they predominate.

RESIDENTIAL

This category includes single-family residential (single-family homes, mobile homes and manufactured homes); two-family residential (duplexes); and multi-family residential (all structures containing three or more dwelling units).

Both north and south of I-70, large residential subdivisions comprise most of the city. Shifting trends in residential development have been evident in St. Charles. One example is New Town, a new urbanist, mixed-use development established in 2003. Located in the northern part of the city, New Town continues to grow with ongoing construction. It emphasizes walkability, traditional neighborhood design, and the integration of residential, commercial, and civic uses. The community features a mix of housing types, public spaces, and amenities all within walking distance, reflecting a modern approach to land use planning.

In older areas of the city, other land uses are mixed with single-family neighborhoods. Duplexes and multifamily buildings are interspersed with single-family homes and public, institutional, office and commercial uses are often within walking distance of residences. Single-family residential and commercial uses are mixed on North Second Street in the Frenchtown neighborhood. In the remainder of the city, single-family residences are generally separated from other land uses.

Single-Family

A single-family home consists of only one (1) dwelling unit within a structure.

- Single-family subdivisions are located throughout the City of St. Charles.
- Developers have continued to construct single-family homes. Notable newer subdivisions include Charlestown, Sandfort Farms, and Elm Crossing.
- Many single-family subdivisions have a Planned Development zoning. This zoning type allows for more flexibility in setbacks, lot sizes, and all other design standards.

Manufactured Homes

Manufactured homes, commonly referred to as mobile homes, are factory-built structures and comprise approximately 3.8% of the housing stock.

- Mobile homes can be found on individual lots, but more are in mobile home parks.
  - Mobile home parks, in essence, allow these units at higher densities.
- Large mobile home parks are located at the I-70/Zumbehl Road interchange, at Old Highway 94 and Pralle Lane, and near Mueller and Elm Point Roads.
  - The mobile home park at the off Elm Point Industrial Road, Deerfield Manor, recently received approval for an expansion onto an adjacent lot. This expansion will include 101 additional lots.

Duplexes

Duplexes are defined as structures with two (2) dwelling units. This residential type comprises a minimal percentage of the total land area in the city.

- Many duplex residences are scattered throughout the city's older single-family neighborhoods.
  - French-style houses, common in the historic neighborhoods of St. Charles, have two (2) front doors and often appear to be duplexes, although they were built as single-family homes. Some of these structures have been converted into actual duplexes.

Multi-family

Multiple-family residential properties include all structures with three (3) or more dwelling units.

- Many multifamily units are in large apartment complexes, such as Metro on 5th, Remington, and Lago Vista Apartments.
  - These larger complexes are older and have been operating for a longer period.
- Newer, luxury apartment complexes have been constructed within the city or are approved for future construction. This includes The Chapters at the Streets of St. Charles.
- Recent trends indicate that city residents of all demographics are opting to rent within multi-family residences.

COMMERCIAL AND OFFICE

Commercial and office use occupy 2,587 acres (10% of the overall land use). Office uses generally are located along the I-70 and Highway 94 corridors or scattered throughout the downtown area.

Commercial uses are predominantly concentrated in seven (7) areas of the city:

- I-70 Corridor
  - Most heavily traveled route in St. Charles County. Average Daily Traffic (ADT) count in 2024 was approximately 80,000 at Highway 94.
- Highway 370 Corridor
  - Much of the commercial development is situated near the intersections of Highway 370 and Highway 94 North and at Elm Street/New Town Boulevard. ADT count in 2024 was approximately 19,300 just west of the Highway 94 intersection.
- Highway 364 (Page Extension) Corridor
  - This additional roadway improvement has also increased in popularity in the last decade. ADT count in 2024 was approximately 38,200 west of the Missouri River.
- Highway 94/First Capitol Drive
  - Predominantly strip commercial with shallow lot depth. Some businesses have their own parking with direct access to First Capitol, while others are in small shopping centers with shared parking. Building setbacks from the right-of-way are generally shallower than along other highway commercial corridors. ADT count in 2024 was approximately 23,400 between Highway 364 and Highway 70.

- Fifth Street
  - A mixture of strip commercial and retail centers as well as office uses between Interstate 70 and Clark Street.
- Historic Downtown
  - Main Street is a specialty retail area within a historic setting. Buildings are on a much smaller scale than in automobile-related areas. Vehicle volume is low, yet there is a great deal of pedestrian traffic. Traffic increases substantially during festivals and other city-sponsored events held in this area.

- North Second Street
  - Commercial area within the Frenchtown Historic Preservation District contains a combination of commercial, industrial and residential uses.

[Source of ADT counts: Missouri Department of Transportation]

INDUSTRIAL AND UTILITY USES

Manufacturing and utility plants are the two (2) major land uses identified in this category and occupy 1,966.12 acres (7.6% of the overall land use). In the older section of the city, many sites were previously used for notable industrial businesses, such as the American Car Foundry complex and smaller uses in the Frenchtown Neighborhood. Over the last ten (10) years, many of these properties have transitioned to office space and other commercial operations. For instance, the American Car Foundry complex will house the future City Center Complex, including the new City Hall. As a result, industry has shifted north. Several larger and newer industrial uses are now located north of Highway 370 and along South Highway 94. Boeing continues to operate along North Highway 94 with Sysco, Leonard's Metals, Coca-Cola, Fed Ex, and Old Dominion being in the Fountain Lakes development along New Town Boulevard. On the city's southern fringes, older industrial parks are located between Friedens Road and Hemsath Road, just south of Highway 94.

PARKS, GOLF COURSES, AND OPEN SPACE

Parks, golf courses, and open spaces are those areas without development that are reserved for recreational uses and occupy 1,552.2 acres (6% of the overall land use). This land use category includes the twenty-five (25) parks operated by the St. Charles Department of Parks and Recreation. Other recreational areas without development include a golf course (specifically Bogey Hills), common ground within subdivisions, lots designated to school activities, and areas of future development (notably the Riverpointe Development).

GOVERNMENT/INSTITUTIONAL

Institutional use consists of 1,164.15 acres (4.5% of the overall land use). This land use category includes schools and government owned properties. Most of the public and institutional buildings continue to be located north of I-70 in the older parts of the city. Downtown institutional uses include the city and county government centers and the St. Joseph's Hospital complex. Other large institutional uses in the city include Lindenwood University, St. Charles and St. Charles West High Schools, Orchard Farms High School, Lewis and Clark Vocational School, all the city's grade schools (public and private), and the state office building. In the portion of the city south of I-70, the primary institutional uses include the St. Charles Convention Center, the local animal rescue and various schools.

Future Land Use & Activity Centers

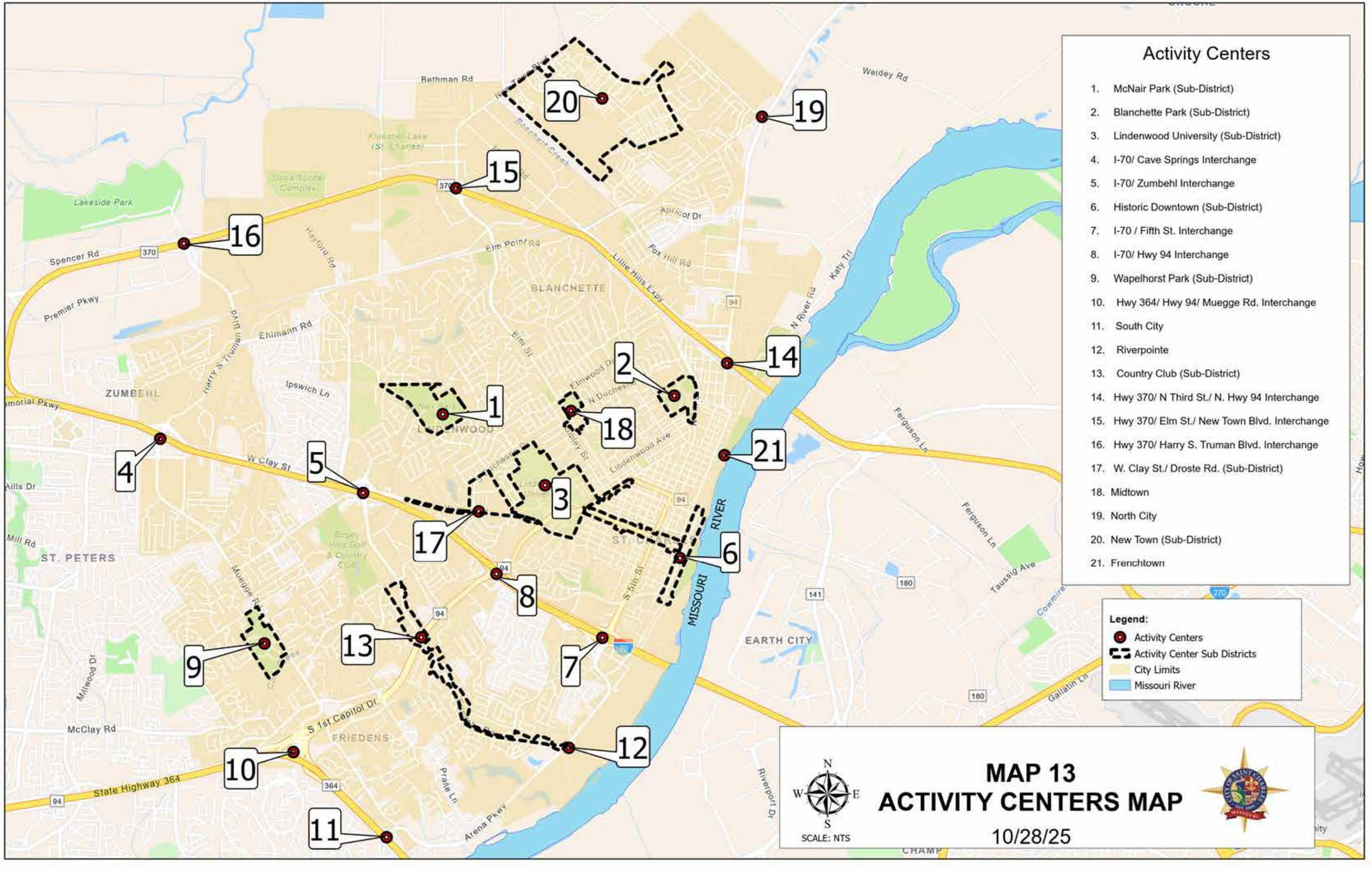
To effectively structure a guide to the future of St. Charles, this 2025 Amendatory Supplement to the Comprehensive Plan identifies twenty-one (21) Activity Centers within the city. Activity Centers are defined as distinct locations of visibility, activity, and traffic – destination points that attract residents and visitors alike because of the shopping, educational, recreational, and cultural opportunities they offer. They help identify and define the community of St. Charles, serving as hubs of civic life and contributing to the city's overall identity and sense of place.

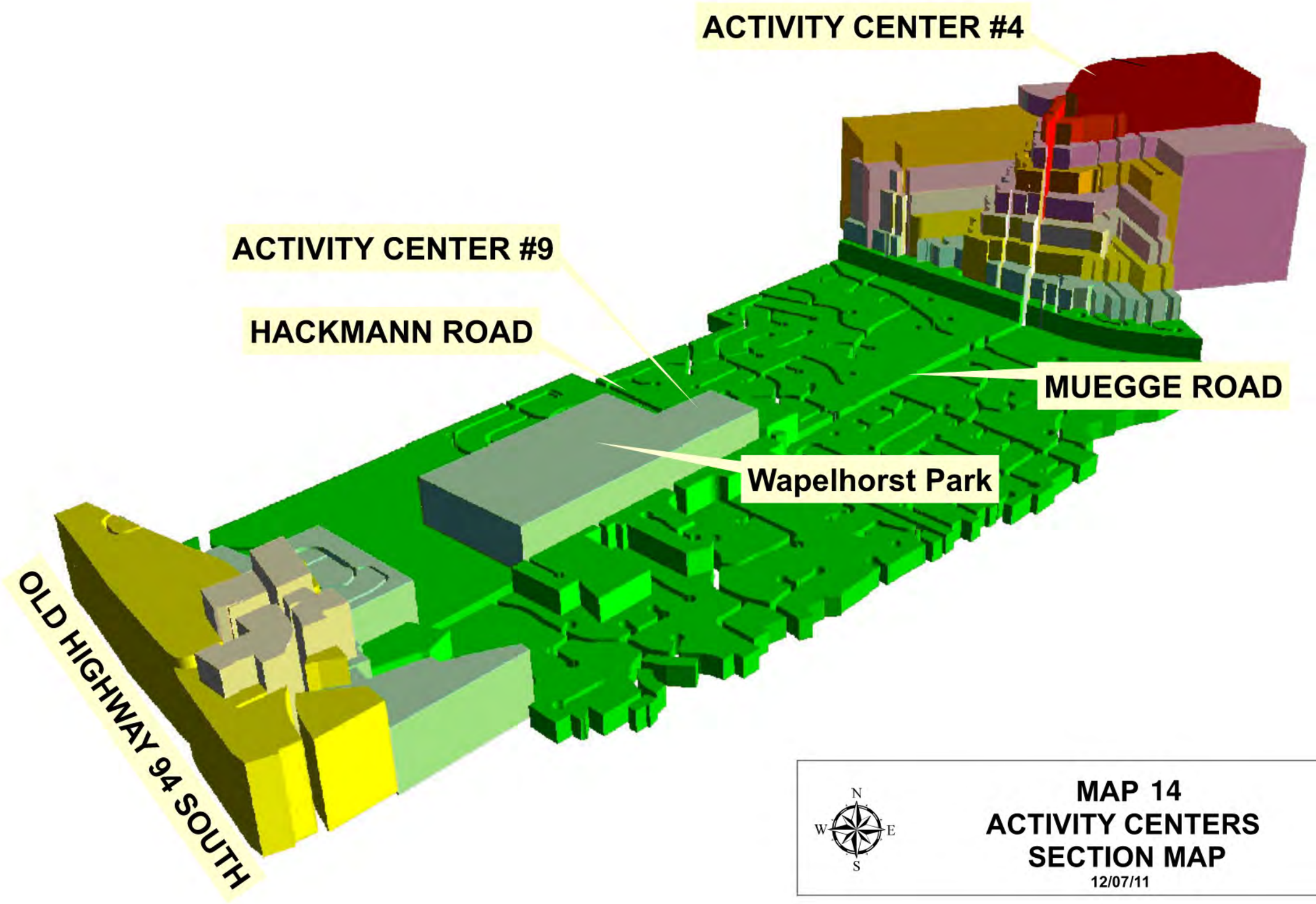
Activity Centers serve and have served the city since 2002 as a planning tool that provides a framework for organizing future growth and development. Their designation is not intended to divide the city but rather to recognize its diversity and variety of land uses and physical characteristics. The Activity Center framework allows the Comprehensive Plan to define and distinguish different regions of the city and to make recommendations tailored to each one. Rather than relying solely on a parcel-based map assigning every property to a land use category, this approach takes a broader and more flexible view, using the Activity Centers to shape guidance based on each area's predominant land uses, assets, and needs.

The character of each Activity Center helps define appropriate land uses and transitions outward from areas of higher intensity toward lower-density neighborhoods. Recognizing the different strengths and opportunities of each Activity Center, this plan establishes a vision that builds on existing assets rather than prescribing a uniform model for all areas. For example, a major highway interchange with high traffic volumes naturally functions differently from a university campus or historic district. A flexible framework ensures that future development responds to context, promotes compatibility, and supports the City's long-term goals for balanced growth.

The Activity Centers Map, included within this section of the Plan, visually depicts the location and general extent of each Activity Center. The map illustrates the varying intensities and types of activity throughout St. Charles, from high-traffic commercial corridors and major interchanges to community-oriented parks and institutional districts.

It is important to note that the dots and polygon areas shown on the map are intended for general reference only. They indicate approximate locations and areas of influence rather than precise boundaries or fixed points. Actual limits and transitions between centers are fluid and may vary based on physical conditions, land uses, and future development patterns. This flexible approach allows the map to serve as a visual guide to relationships and patterns rather than a parcel-level zoning tool.


Activity Centers
1. McNair Park (Sub-District)
2. Blanchette Park (Sub-District)
3. Lindenwood University (Sub-District)
4. I-70/ Cave Springs Interchange
5. I-70/ Zumbehl Interchange
6. Historic Downtown (Sub-District)
7. I-70 / Fifth St. Interchange
8. I-70/ Hwy 94 Interchange
9. Wapelhorst Park (Sub-District)
10. Hwy 364/ Hwy 94/ Muegge Rd. Interchange
11. South City
12. Riverpointe
13. Country Club (Sub-District)
14. Hwy 370/ N Third St./ N. Hwy 94 Interchange
15. Hwy 370/ Elm St./ New Town Blvd. Interchange
16. Hwy 370/ Harry S. Truman Blvd. Interchange
17. W. Clay St./ Droste Rd. (Sub-District)
18. Midtown
19. North City
20. New Town (Sub-District)
21. Frenchtown
Legend:
Activity Centers
Activity Center Sub Districts
City Limits
Missouri River
MAP 13
ACTIVITY CENTERS MAP
10/28/25
SCALE: NTS
Bethman Rd
Weidey Rd
Lakeside Park
Spencer Rd
Premier Pkwy
Elm Point Rd
Fox Hill Rd
Lillie Hills Expy
BLANCHETTE
Ehlmann Rd
Ipswich Ln
ZUMBEHL
W Clay St
ST. PETERS
Mill Rd
Muegge Rd
McClay Rd
S 1st Capitol Dr
FRIEDENS
State Highway 364
Arena Pkwy
Lindenwood Ave
Ferguson Ln
Taussig Ave
Gallatin Ln
EARTH CITY
MISSOURI RIVER
N River Rd
Katy Trl
Riverport Dr
Cowmire Creek
Boschert Creek
Klueme Lake (St. Charles)



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MAP 14
ACTIVITY CENTERS
SECTION MAP

12/07/11

Community Development

ACTIVITY CENTERS

The Activity Centers identified by this Plan were named for the predominant physical or geographic characteristics of each. While corridors (typically highways and arterial streets) naturally serve as the connections between these centers, some Activity Centers function differently by encompassing broader areas of concentrated activity rather than a concentric circle or node of development.

To better define these unique areas, the city is introducing the concept of polygon-based Sub-Districts with this amendment. These dashed polygons, shown on the Activity Centers Map, expand an Activity Center "beyond the dot" to more accurately reflect the extent of established core activity and the transition to surrounding lower-density development. This approach allows higher-intensity land uses to be more clearly identified within appropriate areas while maintaining compatibility with adjacent neighborhoods.

While corridors continue to provide a connective framework between Activity Centers across the city, the Sub-District polygons act as a visual reference for understanding how activity levels change within some of the more unique centers. By incorporating both traditional Activity Centers and these new Sub-Districts into the Activity Centers Map, the city hopes to provide a clearer framework for growth that reflects the community's evolving development patterns. The Activity Centers/Sub-Districts and a general description of each are as follows:

1. **MCNAIR PARK:** McNair Park on Droste Road in the City's center.
   - Sub-District: While McNair Park is a focal point for its immediate neighborhoods, this Activity Center is not a commercial node. Area development patterns are residential in nature, primarily detached single-family, with some two-family and multi-family in the area.
2. **BLANCHETTE PARK:** Blanchette Park on Randolph Street on the City's northwest side.
   - Sub-District: Much like McNair Park, Blanchette Park (while a focal point for the area) is located within a neighborhood atmosphere (predominantly detached single-family with some multi-family south of the park).
3. **LINDENWOOD UNIVERSITY:** Lindenwood University campus and 1st Capitol/Hwy 94 south to include University Commons.
   - Subdistrict: Lindenwood University is an important focal point of the city as well as strategically located near the center of the city and at the intersection of major road network (1st Capitol Drive, West Clay Street & Kingshighway Street). Due to this strategic location, it is also ideal for more dense development. While the area does and can support dense development, as you move away from the node, residential patterns quickly emerge, with these being established and some historic neighborhoods.
4. **I-70/CAVE SPRINGS INTERCHANGE:** Harry S Truman Blvd north to 370 and Cave Springs/ Muegge Rd south to Old Muegge Rd, and I-70 east and west.
5. **I-70/ZUMBEHL INTERCHANGE:** Zumbehl north to Faye Ave, Zumbehl south to Graystone, and I-70 east and west.

6. **HISTORIC DOWNTOWN:** Area bordered by 5th St on the west, Clark St on the north, MO River on the east, and Boone's Lick Rd on the south.
   - Sub-District: This is the traditional core of the city, which incorporates the City's downtown. Commercial activity is concentrated along the primary corridor streets listed above, reflecting the city's historic development patterns, while higher-density residential uses are situated on the streets branching off these main thoroughfares. This Sub-District supports a walkable environment where the intensity of activity gradually diminishes as it moves from the commercial corridors toward surrounding neighborhoods, maintaining the character and scale of the historic downtown while also allowing for redevelopment or higher-intensity infill in areas outside of the Sub-District's main corridors, incorporating an appropriate mix of uses and respecting the historic character.
7. **I-70/FIFTH ST INTERCHANGE:** 5th St north to 1st Capitol (see 5th St Corridor Hospital District Smart Code), west side of S 5th St/S River Road/Arena Parkway to Hwy 364.
8. **I-70/HWY 94 INTERCHANGE:** 1st Capitol/Hwy 94 north to W. Clay St., S 1st Capitol/Hwy 94 south to City limit, and I-70 east and west.
9. **WAPELHORST PARK:** Wapelhorst Park on Muegge Rd on the City's southwest side.
   - Sub-District: Like the other parks of the city, this park is located within a predominant residential area consisting of multiple neighborhoods. While located at the intersection of two (2) major roadways (Muegge Road and Hackman Road), this area is void of commercial activity.
10. **HWY 364/HWY 94/MUEGGE RD INTERCHANGE:** Hwy 364/Hwy 94 south to City limit, Hwy 364 east to MO River, and S 1st Capitol/Hwy 94 north to I-70.
11. **SOUTH CITY:** Arena Pkwy to Friedens Rd, west side of S. River Rd/S 5th St to I-70, Hwy 364 east to city limit and west to MO River.
12. **RIVERPOINTE:** Area bordered by Arena Pkwy/S River Road on the west, I-70 on the north, MO River on the east, and Family Arena on the south (see Riverpointe Regulating Plan).
13. **COUNTRY CLUB:** Zumbehl Rd north to Graystone Dr and Friedens Rd south to Arena Pkwy/S River Road.
   - Sub-District: This Sub-District offers two (2) areas: North and South of Hwy 94. The area north of the intersection of Hwy 94, commercial activity has been limited to the frontage of Zumbehl Rd due to existing residential development. South of Hwy 94 along Friedens Rd, a more distinguished node emerged via industrial and commercial activities. As you move south of this established node, residential uses take charge until terminating at Activity Center #12 along S. River Rd.
14. **HWY 370/N THIRD ST/N HWY 94 INTERCHANGE:** Hwy 370 from Discovery Bridge/MO River west to Elm St and N. Hwy 94 north.
15. **HWY 370/ELM ST/NEW TOWN BLVD INTERCHANGE:** Elm St South to Elm Point Rd, New Town Blvd to Boschert Creek, and Hwy 370 east and west.

16. **HWY 370/HARRY S TRUMAN BLVD INTERCHANGE:** Harry S. Truman south to I-70 and Hwy 370 east and west.
17. **W. CLAY ST/DROSTE RD:** W. Clay from Zumbehl Rd east to W. Clay St, Droste Rd from W. Clay St north to S. Duchesne Rd, and S. Duchesne south to W. Clay St.
    - Sub-District: West of Lindenwood University (Activity Center #3), this established commercial node represents a large area of older commercial development. Referred internally as the Grey Triangle, this area represents an opportunity for redevelopment.
18. **MIDTOWN:** Area bordered by N. Duchesne Rd to the north, St. George St to the east, Hawthorn Ave to the south, and Sibley St to the west.
    - Sub-District: This area represents a very traditional neighborhood commercial node, with commercial uses (neighborhood grocery store, strip center and library branch) adjacent to the intersection of Elm Street and South Duchesne Drive/Hawthorne Avenue and quickly transitioning to single-family residential (mostly detached).
19. **NORTH CITY:** Hwy B west to city limits, Hwy 94 north to city limits, south to Hwy 370, and east to MO River.
20. **NEW TOWN:** New Town at St. Charles (see New Town Regulating Plan).
    - Sub-District: Essentially the limit of the Sub-District is the boundary of the New Town at St. Charles development. This unique development incorporates its own downtown and commercial node areas within the development. While commercial uses do occur within, outside of the Sub-District is medium to low density residential and farm ground. Additional development is anticipated in this area; however, the city is seeking an additional study for this area (Northern Growth area) to better plan for utility, transportation and land use expansions.
21. **FRENCHTOWN:** Area bordered by N 3rd St to the west, Hwy 370 to the north, MO River to the east, and Clark St to the south and anchored by the City Centre Complex (see the Frenchtown Great Streets Plan for additional details).

Sub-Area Plans of Record

As a guide for development and future land use within the city, sub-area plans have been developed and adopted. These sub-area plans are identified and explained in more detail below and should be consulted for development.

ARENA PARKWAY/PAGE AVENUE PLANNING DISTRICT

On December 14, 2016, the City of St. Charles City Council formally adopted the above plan, which was a joint study by the City of St. Charles and St. Charles County. This study reviewed the Arena Parkway and Page Avenue interchange to make suggestions on land uses and design criteria, which serve as an entrance into St. Charles County and an entrance corridor to the City of St. Charles. A major finding of this study was that the City of St. Charles was seen as the major entity to enforce this plan based upon its ability to provide utilities (water and sewer) to this area. While little actual development has occurred in this area since its inception (the 2009 study), development plans have been approved for the southeast intersection of Arena Parkway and Page Avenue by the City, utilizing this study as a guide for its review and approval. While not yet constructed, this development (Southpoint) would incorporate a mix of commercial and high-density residential (apartments), which was supported by this plan. Additional opportunities remain as utilities are extended into this area to fully realize many of the study's findings and proposals. This area has taken on a renewed focus based on the efforts of the City to develop the Riverpointe property (east of the study area) and the larger Riverwalk concept of the City (Page Avenue to Highway 370 along the Missouri River).

FRENCHTOWN GREAT STREETS PLAN

On July 23, 2022, the City Council formally adopted the findings of the Frenchtown Great Streets Plan which was a joint study funded by the City of St. Charles, St. Charles County and East-West Gateway Council of Governments. This was an area study of Frenchtown on either side of the N. 2nd/N. 3rd Street Corridor from Clark Streets to Highway 370 and focused on transportation improvements, land use and branding/marketing suggestions. This is a very significant project which the city is implementing and referencing continuously for efforts within Frenchtown (ACF redevelopment, Main Street extension through ACF, N. 2nd Street improvements, business identification, etc.)

NORTHERN GROWTH AREA PLAN

On August 3, 2021, City Council passed a resolution to provide future development standards on areas north of the boundaries of the city in case of annexation (north of Highway B and around the North Highway 94 area). Essentially, two (2) phases are shown which provide development standards for each. In summary, these phases are shown as low density development areas (Phase 1 = 1 acre min. lot size; Phase 2 = 2 acre min. lot size). This area is almost exclusively within the jurisdiction of St. Charles County, minus the new Orchard Farm School site and a future City Park "Legacy Farms Park" along Highway B. This area represents the most logical expansion of the City's boundaries moving forward.

Northern Growth
(Future Area)

Frenchtown Great
Streets

Kingshighway & First Capitol

Arena Parkway/
Page Planning Area

Legend:

Name

- ARENA PKWY/ PAGE PLANNING DISTRICT
- FRENCHTOWN GREAT STREETS
- KINGSHIGHWAY AND FIRST CAPITOL
- NORTHERN GROWTH (FUTURE AREA)

City Limits

MAP 15
Sub-Area Plans Of Record Map

SCALE: NTS

10/27/25

GOALS/ACTION ITEMS

City of St. Charles Comprehensive Plan 2002
Update 2026

Historical Heritage

A. Introduction

B. Goal: Strengthen the City's existing Historic Districts.

C. Goal: Enhance the City's historical heritage through neighborhood preservation efforts and specialized neighborhood or corridor planning.

D. Goal: Increase the public's understanding of, participation in an appreciation for the City's heritage and historic preservation efforts.

E. Summary

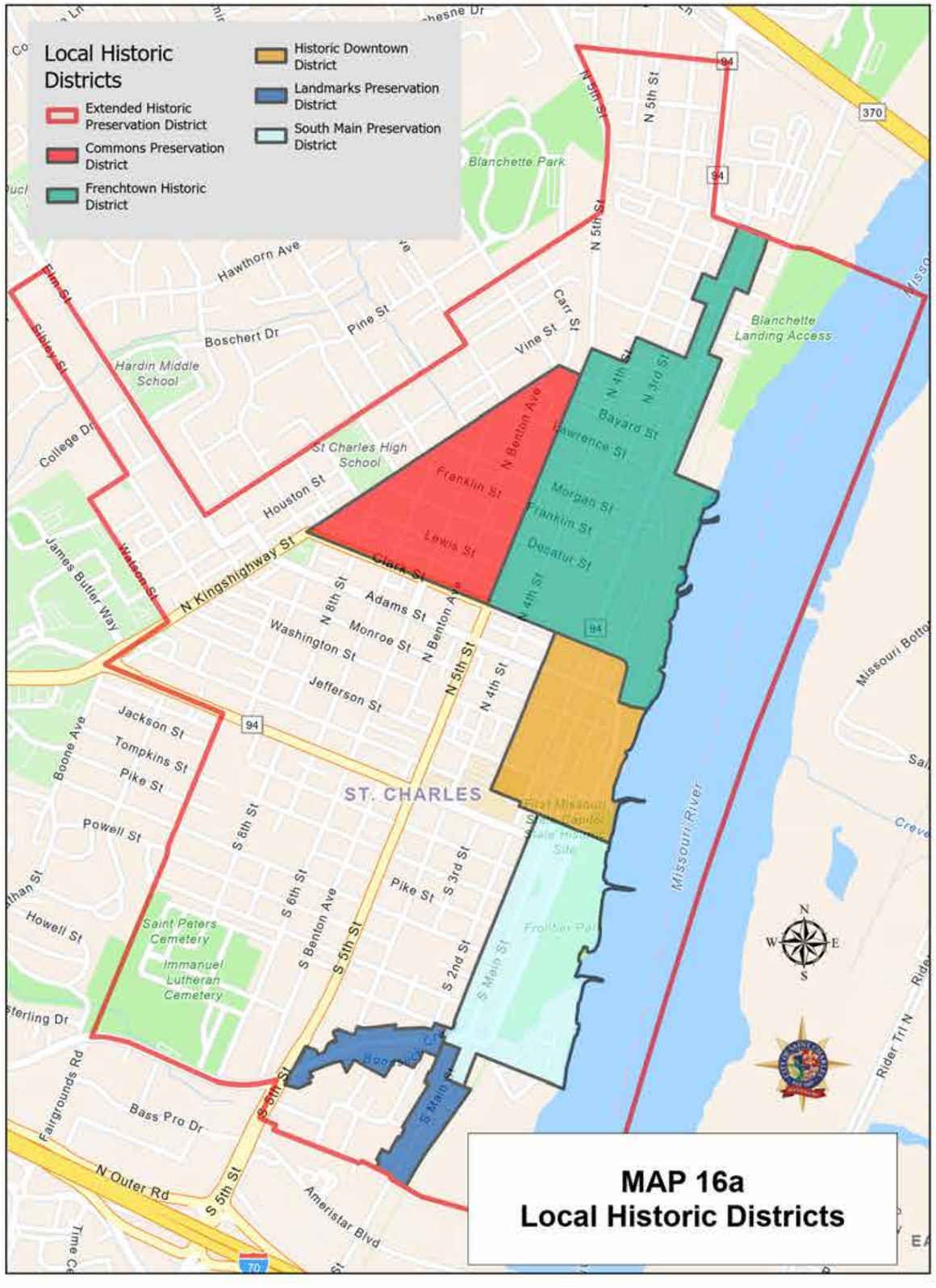
A. INTRODUCTION

The City of St. Charles has a rich and varied history that began with its founding as a trading post and supply center for the hunting trade in 1769. Almost from the moment of its founding, the city played an integral role in the exploration and settlement of the vast territory subsequently acquired by the young United States in the Louisiana Purchase. St. Charles served as a rendezvous point for several expeditions to explore the western territory, including the Lewis and Clark expedition; it was the home of the first capital of the new State of Missouri from 1821 to 1826; and it was the point of departure for many trails that ran westward into the interior of the continent. The role St. Charles played in the early settlement and expansion of the United States west of the Mississippi River was significant. The city's early history is intertwined with that of the United States itself. The early years of St. Charles were filled with characters and events that became part of the expansion and growth of the American nation. The history of this community has created a heritage that has been passed down to subsequent generations. What the city does with that heritage will largely determine what kind of community it will be in the future.

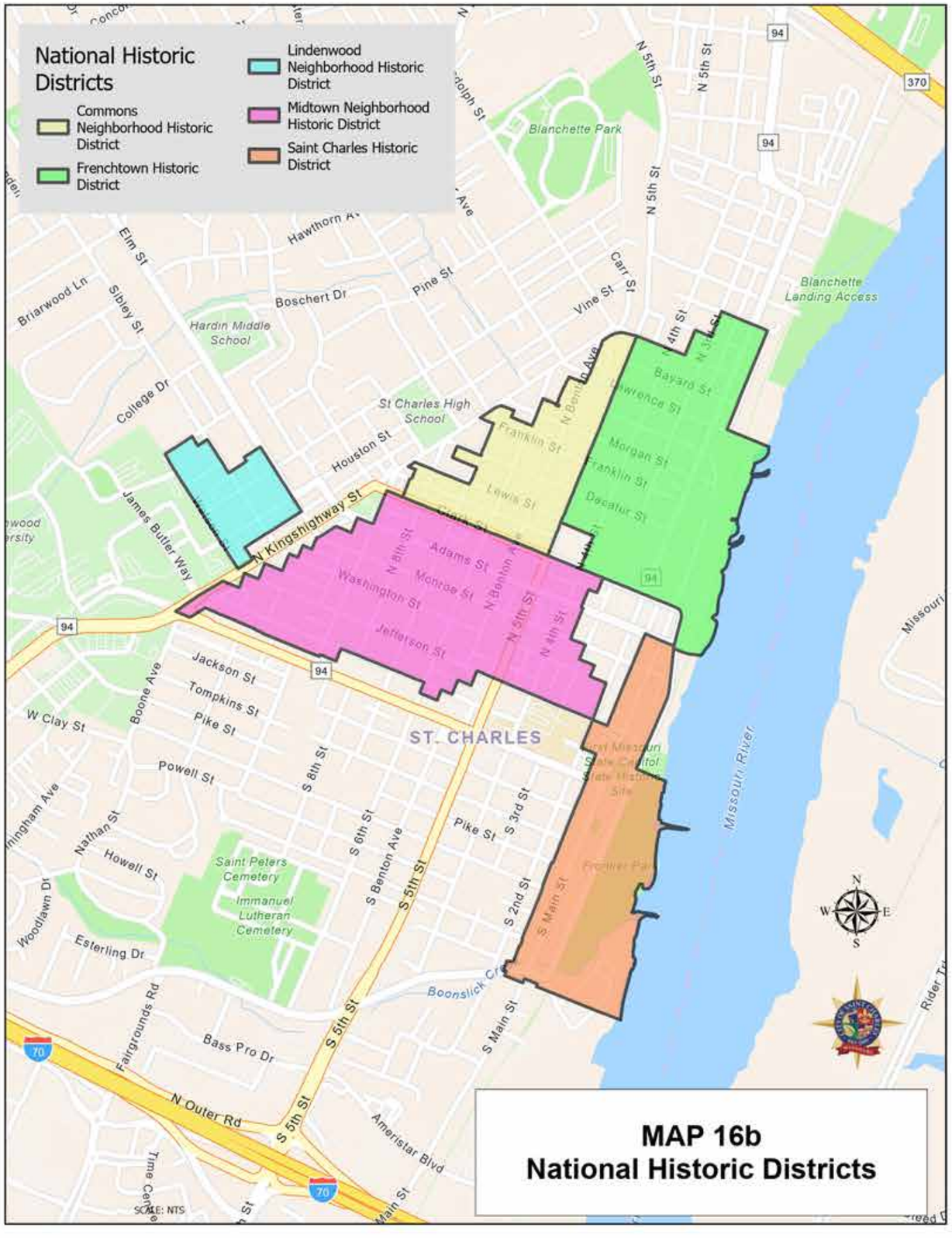
This comprehensive plan recognizes the historical heritage of St. Charles. It identifies that heritage as one of three (3) principles upon which the future of the community rests. Since 2002, St. Charles has taken many significant steps to protect, preserve and enhance its historical heritage. This comprehensive plan calls on the citizens of St. Charles to strengthen and expand those efforts to ensure that the rich history of the community is forever protected and preserved. Our history defines who we are and how we became the community we are today. Our heritage gives us a guidepost for planning the future of the city. The preservation and enhancement of our historical heritage is an essential component of this plan and the city's future. To accomplish that preservation and enhancement, this comprehensive plan adopts the following goals.

B. GOAL: STRENGTHEN THE CITY'S EXISTING HISTORIC DISTRICTS (STATUS 2026: ON-GOING)

The foundation of St. Charles' historic preservation efforts has been, and likely will remain, the city's established historic preservation districts. These neighborhoods are the oldest in the city. They are where the city was born and where it experienced the initial stages of growth. They contain many the city's historic structures. They have property owners' associations that play active roles in the development of their neighborhoods. The city has adopted strict historic preservation standards and guidelines for these areas. As the city seeks to preserve and enhance its historical heritage in the future, it must take care to ensure that the existing historic districts continue to prosper and flourish. Toward that end, this comprehensive plan recommends the following actions.



MAP 16a
Local Historic Districts



MAP 16b
National Historic Districts

SCALE: NTS

1. **Review the boundaries of the existing historic preservation districts and evaluate whether any adjustments are needed (Status 2026: On-going).**

The City has been designated a Certified Local Government (CLG), which is a partnership between the National Park Service, the State Historic Preservation Office (SHPO) and the local government. As a CLG, the City is eligible to apply for funding for various preservation activities. Over the years the City has been awarded Historic Preservation Fund Grants by the Missouri SHPO and the National Park Service to complete historic and architectural surveys of the St. Charles Mid-Town and Commons Neighborhoods. While these areas of the previously identified Extended Historic Preservation District have been added, the Extended District remains a very large area and its boundaries need re- evaluation. Some areas, particularly the northernmost and southernmost portions of the district, have lost their historic character due to substantial alterations, such as the installation of vinyl siding, replacement of windows and doors, and alterations to porches, and may need to be removed from the district's boundaries. Other areas outside the district's boundaries have structures that are now more than 50 years old and continue to retain their integrity. These areas should be evaluated for possible inclusion in the Extended District. City Staff should undertake a windshield survey of the entire district and immediate surrounding areas to determine if the boundaries are appropriate or need adjustment.

2. **Survey historic preservation programs in other cities and states to determine what might be adaptable to St. Charles (Status 2026: On-going).**

The city has become a member of the National Alliance of Preservation Commissions (NAPC), which provides technical assistance and training for preservation commissions throughout the country. As a member, the city has access to Listserv, which is an electronic mail facility that connects participants with a nationwide network of preservation commission members, staff, and others. Participants share information about their community's preservation programs and policies. City staff should continue to participate with NAPC to learn of programs that might be adaptable to St. Charles.

3. **Improve communication between the city's historic preservation districts to foster cooperation (Status 2026: On-going).**

City Staff has met with various neighborhood organizations over the years to promote communication and address concerns they may have for their specific areas or neighborhoods. Each month, five days prior to the Landmarks Board meeting, Staff distributed the agenda, minutes from the previous meeting, and relevant Certificate of Appropriateness Applications and corresponding staff reports to the neighborhood review groups in the Commons, Frenchtown, Historic Downtown and South Main Preservation Districts; however, all these private groups have fallen into inactivity by the districts themselves. While this communication has unfortunately ceased, City staff always looks to work with any groups to assist in preservation efforts.

4. **Review the design standards for all historic preservation districts to identify regulations needing revision or improvement, and adopt design standards for any district now lacking same (Status 2026: On-going).**

Staff consistently review the design guidelines for all districts and notes changes that are needed so that they will comply with the Secretary of the Interior's Standards for Rehabilitation, which are the nationally accepted standards for the rehabilitation of historic structures. The City's Zoning Ordinance specifies that the Landmarks Board is to be guided by the Secretary's Standards in addition to the design guidelines, so it is imperative that the two do not contradict each other.

5. **<u>NEW ACTION:</u> Continue the Façade Grant program and periodically review for the targeted use of these funds (Status 2026: On-going).**

The Façade Grant program has been a successful program used by the City for many years to target specific earmarked funding at historical properties by ensuring support for their preservation. In 2025, with the support of City Council, the program was updated to include more funding, increase match funding per project and change from a quarterly issuance to bi-annual. Staff along with City Council and the Landmarks Board will continue to evaluate this program to insure maximum use and effectiveness in its mission.

C. GOAL: ENHANCE THE HISTORICAL HERITAGE OF THE CITY THROUGH NEIGHBORHOOD PRESERVATION EFFORTS AND SPECIALIZED NEIGHBORHOOD OR CORRIDOR PLANNING (STATUS 2026: ON-GOING).

St. Charles is a city of neighborhoods, a city that grew up around specific areas within the larger community that possess their own characteristics and predominant land uses. These neighborhoods are key to preserving the city's history and heritage. Preservation efforts must be focused on these neighborhoods and the roles they played in the city's growth and development. Toward that end, this comprehensive plan recommends the following actions.

1. **Adopt a comprehensive plan for the Missouri Riverfront (Status 2026: Complete and On-going).**

In 2004, the city adopted the Riverfront Concept Plan. This plan reviewed and identified several strategies for physical development and enhancements for the Missouri River frontage. This plan has essentially morphed into the Riverwalk Project (Page Avenue to Hwy 370) pursued currently by the city utilizing many of the action plans from this 2004 document. This is an attempt to activate the City's riverfront via development efforts.

2. **Undertake planning studies for neighborhoods of the city where historic preservation and enhancement efforts have been lacking or have failed to succeed (Status 2026: On-going).**

The Frenchtown Great Streets Plan. In 2021, the city adopted the Frenchtown Great Streets Plan which was the latest attempt to revitalize the Frenchtown area. Through this adoption, the city identified many key items needed to move this area forward and has implemented many recommendations.

3. **Extend the Boone's Lick Corridor improvement project westward from 5th Street to Fairgrounds Road (Status 2026: Not Yet Implemented).**

Although the improvement project has not been extended to Fairgrounds Road, the city should seek opportunities to enhance the streetscape when the Boone's Lick Road reconstruction project is undertaken. No specific date is scheduled currently.

4. **Encourage a "Historic Route" program via organized walking tours which identify and recognize streets and corridors with significance to the City's early history (Status 2026: Not Yet Implemented)**

While this Action Step has been amended (from "create" to "encourage" a historic route program), it is still an Action which is wished to be continued by the city. Per the previous Comprehensive Plan, the following was identified:

"An "Historic Route" program has not been developed although the Riverfront Concept Plan of 2004 calls for a riverfront corridor that is an 8-mile stretch along the Missouri River from Hawning Road to the north, Page Avenue to the south, Main Street to the west and the Missouri River to the east."

5. **Create physical connections between the city's historic districts such as sidewalks, trails, linear parks, and pedestrian/bicycle paths, and use the resulting connectivity to promote and strengthen all the districts (Status 2026: On-going).**

In 2004, the city adopted The Pathways Concept Plan, which provides a framework for enhancing community-wide circulation and access, linking neighborhoods, parks and activity centers. The key objectives of the plan are to create a comprehensive communitywide pathway system that enhances access for pedestrians and bicyclists, provides a network of options to connect key centers of activities, develop amenities, and create a framework that will allow connections to other pathway systems. With the assistance of Great Rivers Greenway (GRG), a public organization created for the development of a regional trails system, many public projects throughout the city have included accessible pathways for a variety of users and have connected trails in the city to each other, the Katy Trail and regional systems outside the city limits.

In 2016, the city implemented a Pedestrian Plan which updated previous efforts for pedestrian connectivity. This plan is still being implemented combining both City funding and that of Great Rivers Greenway.

D. GOAL: INCREASE THE PUBLIC'S UNDERSTANDING OF, PARTICIPATION IN AND APPRECIATION FOR THE CITY'S HERITAGE AND HISTORIC PRESERVATION EFFORTS

Any historic preservation program must have the support of the community to achieve its purpose. It is essential that citizens understand what the community is trying to accomplish through historic preservation and that the benefits to them and their city be explained fully and clearly. St. Charles has to date enjoyed widespread support among its citizens for the community's historic preservation efforts. The future success of this program depends upon that supports continuation. Toward that end, this comprehensive plan recommends the following actions.

1. **Use the City newsletter to explain and promote historic preservation (Status 2026: On-going).**

Staff regularly includes information on Preservation efforts in the online/email newsletter produced by our Communications/Special Events Department. Staff will continue to pursue these newsletters to encourage/promote historic preservation.

2. **Work with the various historic preservation districts to consider the possibility of designing and installing street banners to identify the different neighborhoods and distinguish them from each other (Status 2026: Incomplete).**

Frenchtown markers were placed on light posts in Frenchtown, as recommended by the 2004 Riverfront Concept Plan. The Historic Downtown Association designed and fabricated signage that was mounted to light posts to identify the Historic Downtown District. Neighborhood identification markers also appear in the Mid-Town, Commons and Blanchette neighborhoods. The city is also currently reviewing its Wayfinding Signage program to assist in completing this Action.

3. **Create and feature programming on the city's local access cable TV channel devoted to historic preservation and the benefits thereof (Status 2026: Amended)**

The city is no longer pursuing programming on the City's local cable TV channel as this medium has evolved with the popularity of social media and Online Web Channels. While participation through local access channeling has lapsed, the city will continue to pursue alternative programing through these new applications for better engagement.

4. **Install uniform signs, historic markers and kiosks throughout the historic preservation districts that explain the city's heritage and including historic information and maps (Status 2026: Partial Completion).**

Signage has been provided in all historic districts (markers, wayfinding, banners, etc.). The St. Charles Convention and Visitor's Bureau continue to produce maps which identify businesses and attractions within the Historic Main Street area, the Main Street Special Business District. The Main Street Special Business District has approved funding for wayfinding signs for businesses along Main Street. This is an effort to improve communication with tourists.

5. **Install high-quality, attractive "Welcome to St. Charles" signs that emphasize the community's historical heritage at all main entrances to the city (Status 2026: On-going).**

The city, along with support from the Main Street Special Business District, has approved new welcome signs along Main Street (at Clark/Main Street and Boone's Lick/Main Street). The city has also approved and is in the process of installing a new welcome sign on 5th Street and Boone's Lick Road. This is part of a larger sign project which will also see the addition of electronic message centers to help convey information for the city to residents and tourists.

6. **Work with the St. Charles R-6 school district, the Francis Howell R-3 school district, the Orchard Farm R-5 school district, private and parochial schools and the St. Charles City-County Library District to encourage students to explore the city's history and appreciate the community's heritage (Status 2026: On-going).**

The mayor has formed the Youth Advisory Taskforce, which has made contributions to the historic districts along with other endeavors to assist the City.

7. **Make boundary maps, design standards and other relevant information for the historic preservation districts available on the city's web site (Status 2026: Complete).**

The City's website is updated regularly for accurate information including information about our historic districts. The website also includes full maps, design standards, and other relevant materials to assist. City staff will continue to update and expand as relevant.

8. **Promote the role of schools and churches in the city's history and encourage these institutions to publicize that role in their own programs and projects (Status 2026: Incomplete).**

To date, the city has not promoted the role of schools and churches in the city's history.

E. SUMMARY

The comprehensive plan recognizes the city's historical heritage and identifies it as one of the principles upon which the future of the community rests. Historically and architecturally significant structures and sites represent valuable and irreplaceable assets to the community's unique environment, to its identity and to the national recognition of the city's prominence in American history. The City's commitment to the stewardship of these resources should be strengthened and enhanced by increasing recognition of the vital role our rich historical heritage will continue to play in influencing future generations. Although the City has taken many steps to protect its historic resources, more can be done.

Economic Vitality

A. Introduction

B. Goal: Adopt a land use philosophy that recognizes the activity centers as points of greatest density and/or most intense use, with land uses that are less dense and intense located in proportion to their distance from the nearest activity center.

C. Goal: Rewrite the City's zoning ordinance to reflect this comprehensive plan and act as a tool to achieve the vision expressed herein.

D. Goal: Create a transportation network that provides for the smooth movement of people, goods and services throughout the city, especially between the activity centers.

E. Goal: Use the City's existing assets as catalysts for new development and redevelopment that compliments and enhances those assets.

F. Goal: Encourage the revitalization of neighborhoods in the city that have experienced a decline in population, housing stock, economic activity and/or appearance.

G. Goal: Promote a cooperative relationship between the city and the business community.

H. Goal: Adopt and enforce land use and development standards that promote the public health and safety, protect the natural environment and provide City leaders with the flexibility to accommodate the changing nature of private sector economic growth.

I. Goal: Adopt policies that facilitate the development or redevelopment of properties that are either vacant, abandoned, deteriorated or may no longer be economically productive.

J. Goal: Provide new areas in the city for development and job creation through an aggressive annexation program.

K. Goal: Adopt policies that foster a wide variety of housing types and affordability to meet the needs of a diverse population.

L. Goal: Assure that public infrastructure is provided to meet the City's future needs in terms of both new development and redevelopment.

A. INTRODUCTION

Perhaps more than any other single factor, a community's economic vitality is crucial to its future. A prosperous, expanding economy is essential if a city is to realize its potential and achieve its vision for the future. The City of St. Charles is no exception. The economy of St. Charles in 2025 is sustaining, but there are no guarantees it will remain so. A comprehensive plan for the city's future must recommend actions that will help the community continue to grow and prosper. In the global economy of the 21st century, a city is subject to economic forces far beyond its borders. Events elsewhere in the United States and around the world can have an impact on the local economy. Recognizing that much is beyond our control, the citizens of St. Charles must take action to influence what they can.

Since its founding, St. Charles has been blessed by location - a major river on its doorstep, surrounded by fertile farm ground and an abundance of natural resources. The city's location became even more strategic with the advent of modern transportation, such as railroads, highways, and airports. The city sits at the crossroads of the nation, and its location has contributed much to its development and economy. The city cannot, however, rely on an advantageous location and easy access to multiple modes of transportation to secure its economic security. It must look without and within as it seeks to maintain economic prosperity. It must utilize its assets to maximum advantage, make the community an attractive place to do business, and realize that a strong economy, with the jobs and tax base it brings, is essential to so much of what it desires for the future. As St. Charles approaches its third century as a city, it must take care not to fall prey to the plight of many older communities: economic stagnation, loss of jobs, and a declining revenue base. It must build upon its assets, redevelop areas that show signs of decline or economic under-performance, and diversify its economy to meet the challenges of a changing world. St. Charles can do all this, and more. It has the workforce, the community spirit, and the resources to continue to grow and prosper. St. Charles, more than many communities, appreciates and respects its past, but it also has its collective eyes focused on the future. The future all citizens of the city desire is within our grasp. To achieve it, we need to act now to ensure that St. Charles continues to be a prosperous, healthy community with a strong, vibrant economy. To maintain and expand the economic vitality of our city and its progressive business environment, this comprehensive plan adopts the following goals.

B. GOAL: ADOPT A LAND USE PHILOSOPHY THAT RECOGNIZES THE ACTIVITY CENTERS AS POINTS OF GREATEST DENSITY AND/OR MOST INTENSE USE, WHICH LAND USES THAT ARE LESS DENSE AND INTENSE LOCATED IN PROPORTION TO THEIR DISTANCE FROM THE NEAREST ACTIVITY CENTER (STATUS 2026: ON-GOING).

In the Land Use Section, this comprehensive plan identifies twenty-one (21) activity centers in the City of St. Charles (see Map 13). They are locations with the most intense levels of activity and/or the highest density of development. They are the focal points of the community, locations that are most easily recognized and most frequently visited by residents and visitors alike. These activity centers provide a foundation upon which to plan the community's future. Rather than base future land use decisions on a color-coded map that may or may not accurately reflect a particular property's highest and best use, this comprehensive plan recommends that such decisions be guided by a land use philosophy that judges a proposed land use based on its proximity to and compatibility with the nearest activity center. This philosophy will result in land uses that surround the activity centers in a natural, orderly progression of gradually decreasing density and intensity as one moves away from the activity center itself. This philosophy provides a logical base upon which to judge proposed new development and to seek redevelopment where it is needed. It can work to safeguard the city's economic future by providing for growth that is planned, orderly, flexible and meets the needs of the business community. Toward that end, this comprehensive plan recommends the following actions.

1. **Use the twenty-one (21) activity centers identified in the Land Use Section as the foundation of a plan that evaluates proposed new land uses based on their proximity to an activity center, rather than on a site-specific map (Status 2026: On-going).**

   The City of St. Charles experienced unprecedented growth in the period between 2002 and 2011. The Comprehensive Plan and activity center concept proved to be a valuable tool when assessing rezoning applications and development proposals. Department of Community Development staff has continued to base recommendations and land use decisions on the activity center concept, including expanding the concept from fifteen (15) to twenty-one (21) activity centers to better evaluate development/growth decisions with this update (2025) to the Comprehensive Plan.

2. **Base 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 (Status 2026: On-Going).**

   The City of St. Charles experienced unprecedented growth in the period between 2002 and 2011. During this period, recommendations and land use decisions were heavily influenced by the proximity of proposed uses to the activity center core. Department of Community Development staff will continue to base recommendations and land use decisions on the activity center concept.

3. **Steer development and redevelopment in the periphery of an activity center toward uses that complement, rather than conflict with, the predominant land use in the activity center itself, while simultaneously providing for a gradual decrease in density as distance from the activity center increases (Status 2026: On-going).**

The City of St. Charles experienced unprecedented growth in the period between 2002 and 2011. The Comprehensive Plan and activity center concept proved to be a valuable tool when assessing rezoning applications and development proposals. A primary example of the Plan's effectiveness would be the development of the Friedens Road/Fairgrounds Road Activity Center. The Montclair and Talbridge developments both featured commercial and higher density residential components near the activity center, with decreased density and intensity near existing single-family residential neighborhoods. Department of Community Development staff will continue to base recommendations and land use decisions on the activity center concept.

4. **Periodically review the identified activity centers and evaluate whether new locations have achieved a level of density that warrants designation as an activity center (Status 2026: On-going).**

The Comprehensive Plan Update 2025 is being used as an opportunity to re-evaluate the activity centers. As a result, the activity centers have been expanded to twenty-one (21). This change will provide staff and community leaders with more context in evaluating growth and development decisions.

5. **Within the guidelines of this land use policy, ensure that there is a variety of residential, commercial, industrial and passive land uses throughout the city, while acknowledging that it is not necessary for each type of land use to be present around each activity center (Status 2026: On-going).**

The Comprehensive Plan Update 2025 continues to encourage and support a wide variety of uses in appropriate areas. While every type of use is represented in the Plan, activity centers rarely feature residential, commercial, industrial and passive components.

6. **In land use decisions, emphasis flexibility, variety, compatibility and intensity of use over fixed boundaries, rigid zoning districts, and pre-determined, narrow categories of uses for specific locations (Status 2026: On-going).**

The development community and City of St. Charles have both recognized the value of flexibility and variety in zoning classifications. The Planned Development District has become the zoning category of choice for large projects. Planned Development Districts provide a means of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; encourage a more creative and innovative design of land development; and promote a more desirable community environment. The city has also begun to evaluate the other zoning districts, gradually incorporating flexibility. The creation of the new FD Frenchtown District is a prime example. This change was implemented to further the goals of the Frenchtown Great Streets Plan by removing previously antiquated zoning restrictions of the past and replacing them with flexibility were appropriate (lessor or removed setbacks, relaxed parking standards, allowing more than one primary structure, including additional uses, etc.). The city will continue this approach as necessary in other districts into the future.

7. **<u>NEW ACTION:</u> Amend the density standards for the PD-RF Planned Development-Riverfront for the downtown area to allow density which is complimentary with other densities approved in the area as the current standard of 18 units/acre is below past approvals and market needs.**

This is a new Action based upon previous review and recommendations from Staff to the C3 Taskforce and the Planning and Zoning Commission. The 18 unit/acre density limitation is an older standard which is not applicable to current market trends and past approvals in this downtown/riverfront area. Upon adoption of the 2025 Comprehensive Plan update, staff will bring forward a text amendment to review and provide recommendations of a new appropriate standard.

8. **<u>NEW ACTION:</u> Initiate a study of the 1st Capitol Drive (Kingshighway to 5th Street) and Kingshighway (1st Capitol Drive through Elm Clark Street) corridors and look to evaluate necessary changes in streetscape, infrastructure and land uses (zoning and design standards) in these areas. Once complete, enact the Study's findings.**

This is a new Action which was recommended by City Staff, C3 Taskforce and the Planning and Zoning Commission. This corridor has a lot of non-conforming land uses as well as non-conforming lots which make re-use of this heavily traveled corridor difficult. The study should evaluate necessary changes to the City's zoning, development standards and possible infrastructure improvements for this corridor.

9. **<u>NEW ACTION:</u> Initiate a study of the Northern Growth Area (North of Hwy B/New Town Blvd towards Orchard Farm) to include land uses/zoning and design standards for this area. Once complete, enact the Study's findings.**

The city has had multiple discussions concerning the annexation and development of the "Northern Growth Area" of the City of St. Charles. This area represents the largest remaining area of expansion for the city. In 2021, the City Council reviewed this area and made preliminary findings based upon the known information, culminating in Resolution (R21-028). A full study should take a holistic view of future land uses and appropriate densities as well as infrastructure to accommodate those development recommendations.

C. GOAL: REWRITE THE CITY'S ZONING ORDINANCE TO REFLECT THIS COMPREHENSIVE PLAN AND ACT AS A TOOL TO ACHIEVE THE VISION EXPRESSED HEREIN (STATUS 2026: ON-GOING).

A city's zoning ordinance is the primary vehicle for implementing its comprehensive plan. Zoning regulations are the tool a community can use to bring the vision expressed in its comprehensive plan into reality. The comprehensive plan defines the goals, and the zoning ordinance provides the means to achieve them. Following the adoption of this comprehensive plan, the city must continue to focus on updating and re-reviewing the zoning ordinance regularly. Toward that end, this comprehensive plan recommends the following actions.

1. **Use the comprehensive plan to guide zoning, not vice-versa (Status 2026: On-going).**

While most amendments to the City's zoning map have been initiated by property owners and the development community, the City has rezoned several parcels of land to improve the prospect of future development. Every request to rezone property and the review of Conditional Use Permits, be it from a public or private entity, is reviewed for compliance with the Comprehensive Plan.

2. **Establish zoning around the activity centers that will encourage the type of development and redevelopment envisioned by this comprehensive plan (Status 2026: On-going).**

Great care has been taken to develop the City in accordance with the Plan. In the period between 2002 and 2025, many of the activity centers experienced development that supported the vision laid out in the Plan. The zoning districts within and around activity centers are currently in conformance with the Plan.

3. **Modify (or even abandon) the traditional "building block" approach to zoning wherein each zoning district allows all permissive and conditional uses of the preceding district while adding a few new uses, in favor of zoning districts that are based more upon the criteria used to establish the activity centers: density, level of activity and intensity of use (Status 2026: On-going).**

While the "building block" approach to zoning is still the dominant methodology found in the City's Zoning Ordinance, there has been a significant shift within the development community from projects utilizing traditional zoning to those that use the Planned Development District. In addition, formed-based code or "Smart Code" is becoming more prevalent in the city. A Smart Code is utilized in the New Town at St. Charles development, the Streets of St. Charles development and South Fifth Street between Washington Street and Boone's Lick Road. The city should continue to seek ways to incorporate form-based code in the Zoning Ordinance and encourage its use for major developments and redevelopment.

D. GOAL: CREATE A TRANSPORTATION NETWORK THAT PROVIDES FOR THE SMOOTH MOVEMENT OF PEOPLE, GOODS AND SERVICES THROUGHOUT THE CITY, ESPECIALLY BETWEEN THE ACTIVITY CENTERS (STATUS 2026: ON-GOING).

Transportation in all its modes is the lifeblood of the economy, whether on a local, regional, national or international level. The efficient movement of people, goods and services is essential to economic growth and expansion. Economic growth and expansion, in turn, creates ever- increasing demands on the transportation system of a community. To ensure that businesses continue to prosper, the job base continues to grow, and the community continues to be attractive to new firms, St. Charles must plan for continuing improvements to its transportation system. Needed improvements to the existing network must be identified, future demands on the system must be anticipated, and resources necessary to maintain and grow the system must be secured. Efficient transportation between the activity centers identified in the comprehensive plan is essential if the plan's vision for the future of the city is to be realized. The flow of people throughout the city, whatever their mode of transportation, must be provided in as efficient and environmentally friendly a manner as possible. Toward that end, this comprehensive plan recommends the following actions.

1. **Insist that the City Council and Department of Public Works/Department of Engineering refer to this comprehensive plan and its priorities when creating and implementing any long-range transportation plans for the city (Status 2026: On-going).**

The Engineering Department prepares an annual review of the Long-Range Transportation Plan. Many of the projects included in the Transportation Plan are proposed for areas near activity centers. It is important to ensure continuity between the proposed improvements and the goals and objectives contained within the Comprehensive Plan and to that end, Community Development Department and the Engineering and Public Works Departments communicate to make sure long range goals align.

2. **Begin planning now for the extension of streets to serve the city's primary future growth area north of the existing city limits (Status 2026: On-going).**

Many projects have been completed since 2002 on assisting in this Action item (Boschertown Road Phase 1 & 2 expansion, New Town Blvd. expansion, etc.). While projects have been accomplished, others remain. The city is reviewing options for a consultant to assist the planning of infrastructure and land use for the northern expansion of the city north of Hwy B (listed in an above Action B.9.).

3. **Consider the impact the completion of phase one of the Page Avenue extension project will have on traffic patterns in the city and take steps to accommodate that impact (Status 2026: On-going).**

Since the Page Avenue project was completed, the city has widened Hemsath Road and reconfigured the Muegge Road/Old Highway 94 intersection. The city will continue to evaluate this corridor and make recommendations as appropriate.

4. **Adopt as an objective to have every activity center accessed by a major arterial street, state highway, or interstate highway (Status 2026: On-going and implemented as practical).**

Most, if not all the activity centers are currently accessed by at least a major arterial street. The Engineering Department has acknowledged the activity centers contained within the Plan and will make cohesion between the two documents a priority. Recognition of this relationship will undoubtedly lead to increased focus on the roadways serving the activity centers.

5. **Expand the bus system to serve more areas of the city with more frequent stops (Status 2026: On-going).**

Currently, the city supports the St. Charles Area Transit (SCAT) Bus (operated by the Community Council of St. Charles, Lincoln and Warren Counties) along with The Charley and Ride STC (specific systems operated by the City of St. Charles). These systems are open to the public while providing access to work opportunities into the Metro Bus system for St. Louis. While some destinations area constant (Metro stop in Earth City), other access within the City of St. Charles is not on a predetermined route, but rather by request via reservation.

6. **Extend certain streets to create a smoother flow of traffic through, within and around the city, as well as open new areas for development and redevelopment (Status 2026: On-going).**
   a. Extend Fairgrounds Road from its existing terminus at the I-70 South Service Road (Fairlane Road) south along the western edge of the St. Charles Golf Course to Friedens Road. Status 2026: Completed
   b. Extend Fairgrounds Road from its existing terminus at Boone's Lick Road north and west to connect with the First Capitol-West Clay intersection. Status 2026: Unknown. This is still in the Long-Range Transportation Plan.
   c. Extend Droste Road from its existing terminus at West Clay south along the western edge of the existing mobile home park, then east under First Capitol Drive in a tunnel, connecting with a relocated Boone's Lick Road on the east side of First Capitol. Status 2026: Unknown. This is still in the Long-Range Transportation Plan.
   d. Extend Kingshighway from its existing terminus at Randolph Street northeast to connect with Highway 94 North. Status 2026: No longer pursued.
   e. Extend North Main Street from its existing terminus at Riverside Drive north through the ACF property to connect with North Second Street. Status 2026: On-going. This project is funded and under design as of 2025. Construction is slated for 2026/2027.

7. **When the Fifth Street Extension is constructed, include a pedestrian/bicycle path within the right-of-way that will connect Blanchette Park (Activity Center #2), the Highway 370 corridor (Activity Centers #14 & #15), and Historic Downtown (Activity Center #6) (Status 2026: Completed).**

A bicycle route has been constructed along the Fifth Street Extension (Mel Wetter Parkway) between the abandoned Norfolk Southern railroad spur and a trail along Little Hills Expressway. The abandoned rail spur from Mel Wetter to North 2nd Street has also been completed. Future extension through the ACF property to eventual connection with the Katy Trail will be completed upon the construction of the Main Street extension to North 2nd Street.

8. **Explore the viability of extending a variety of mass transit options into St. Charles City and County, including a county-wide bus system (Status 2026: Amended and still being pursued).**

While discussions related to a St. Charles County mass transit options persist, the SCAT remains the only mass transit connection between St. Charles County and the Bi-State system.

E. GOAL: USE THE CITY'S EXISTING ASSETS AS CATALYST FOR NEW DEVELOPMENT AND REDEVELOPMENT THAT COMPLEMENTS AND ENHANCES THOSE ASSETS (STATUS 2026: ON-GOING).

St. Charles has many attractive and successful land uses within its borders, including a university campus, a public sports/entertainment arena, and one of the largest gaming facilities in the nation. It is blessed with an appealing natural environment that includes a major river, gentle hills, streams and stands of old-growth trees. It has modern interchanges on major state and interstate highways that provide numerous access points into the city.

An existing successful land use can and should serve as a catalyst for additional attractive development around it. The core use should attract uses that complement the main activity, that enhance the visitor's experience, and that stabilize the surrounding neighborhood. Furthermore, the city should connect its assets, make transportation between them easier, and use one to promote the others. Vacant or under-developed ground separating two assets should be examined for potential new uses. Redevelopment around an existing community asset should draw residents and visitors alike not only to that asset, but to nearby land uses as well. St. Charles should do more to build upon its strengths and use the assets it already has to spark redevelopment and revitalization. Toward that end, this comprehensive plan recommends the following actions.

1. **Encourage uses around Lindenwood University (Activity Center #3) that are attractive to college students, as well as others, such as coffee shops, bookstores, art galleries, and performing arts facilities (Status 2026: On-going).**

   Many of the uses proposed in this objective have been fulfilled either immediately adjacent to campus or on First Capitol Drive, between Kingshighway and Fifth Street. The city recognizes the important role Lindenwood University plays in economic development and will continue to provide uses that are attractive to its student body.

2. **Encourage uses along the Missouri Riverfront (Activity Center #6) that make it easier for citizens to visit and experience the waterfront, in accordance with the Missouri Riverfront study and plan (Status 2026: On-going).**

   The Riverfront Plan 2004 identifies many uses and amenities that would provide opportunities for visitors to engage in the river and enjoy the riverfront. The city is currently in the process of development in and around Bangert Island via the Riverpointe Development. One user (Chicken N Pickle) has already been constructed, and the city is pursuing additional users to provide entertainment, office users, housing, etc. Additionally, the City along with private development partners are re-developing the ACF property (will include the future City Hall, Recreation Hall and large indoors farmers market planned funded by the City for completions in 2027-2028).

3. **Encourage uses between the Family Arena (Activity Center #12) and the Ameristar Casino that offer recreational and entertainment opportunities that will supplement and link those two facilities (Status 2026: On-going).**

The Streets of St. Charles development was approved by the city in 2007 on the former Noah's Ark site. The development, which is essentially complete, provides a mixture of entertainment, retail, residential and office uses. The city is also exploring the development of a large portion of the riverfront between the I-70 Blanchette Bridge and the Family Arena that would contain a mixture of entertainment, retail and residential uses known as Riverpointe. Currently one user (Chicken 'N' Pickle) has been constructed, with more users to be identified. These are great examples of uses that would link the Family Arena and Ameristar Casino, while providing long-term economically viable usage of the corridor.

4. **Seek the development of a public golf course and related uses (pro shop, miniature golf, park/playground, etc.) within the Northern Growth Area (north of Hwy 370) (Status 2026: On-going).**

This development has yet to be realized; however, remains a want for future development north of Hwy 370.

5. **Promote enhancement, preservation and redevelopment in Frenchtown, in accordance with the Frenchtown Great Streets Plan (Status 2026: On-going).**

The realization of the redevelopment of Frenchtown remains a focus of the city. A number of users have been attracted (craft distillery, microbrewery, restaurants, coffee shops, etc.); however, many more are slated to come on line with the completion of the redesign of North 2nd Street, the extension of North Main Street and the development of the ACF property (which includes the City Hall complex slated for opening early 2027).

6. **Encourage expanded use of the city's largest parks, Blanchette (Activity Center #2) and Wapelhorst (Activity Center #9), by promoting them as locations for festivals, celebrations and commemorations (Status 2026: On-going).**

Blanchette Park and Wapelhorst Park are both key components of the City of St. Charles parks system. Blanchette Park's Bum's Hollow area has become a destination for summertime outdoor concerts and Memorial Hall continues to host a variety of events. Wapelhorst Park hosts a wide variety of athletic events, including major softball tournaments that draw visitors to St. Charles from a wide area. While neither of these parks has supplanted Frontier Park as a major festival facility, each provides a unique set of amenities, and they are among the most frequented parks in the city.

7. **Encourage development at two new interchanges that will create the desired image of St. Charles at what will likely become major entrances to the city: Page Avenue/ Upper Bottom Road (Activity Center #11) and Friedens Road/Fairgrounds Road (Activity Center #13) (Status 2026: On-going).**

Most of Activity Center #11 remains within unincorporated St. Charles County; however, more property is annexed yearly in this area. Case in point is the future development of the southeast intersection of Hwy 364 and Arena Parkway via the Southpointe Development (planned commercial and multi-family development). In addition to this approved plan, the city is also actively pursuing a larger Riverwalk project (Hwy 364 to Hwy 370), with a key anchor being the in-developed Riverpointe project. The city will continue to pursue development in this area.

8. **Encourage development around the Convention Center that is complementary to such a facility, such as restaurants, gift shops, a satellite tourism center, and retail (Status 2026: On-going).**

The city is currently reviewing options for additional development in this area and will continue to see this area as a prime opportunity for redevelopment.

9. **Establish a route and an appropriate means of transportation to move individuals between the Family Arena, Ameristar Casino, the Convention Center, Main Street, and Frenchtown (Status 2026: On-Going).**

While the St. Charles Trolley provides a route to these locations, it only seasonal from April to December and only on Friday-Sundays. Additional funding would be needed to provide a more permanent route for these locations.

10. **Actively pursue development adjacent to and in the vicinity of the St. Charles Municipal Airport at Highway B and Airport Road and seek federal grants to facilitate and encourage such development (Status 2026: On-going).**

The area in the vicinity of the St. Charles Municipal Airport, which was closed in 2010, has experienced the most rapid growth in the city, largely in part to the development of the New Town at St. Charles, Charlestowne, Elm Point Business Park, Fountain Lakes Commerce Center and MB Corporate Park. Most of the remaining undeveloped land in this area lies within the Special Flood Hazard Area (1% Annual Chance Floodplain). Future development will require the elevation of property or construction featuring floodproofing methods. While most federal grants do not provide for flood mitigation or prevention of newly developed properties, the City should explore other incentives or programs that would encourage future development. Also as indicated earlier, the city will be reviewing infrastructure and land uses for this area via Goal B, Action Item 9).

F. GOAL: ENCOURAGE THE REVITALIZATION OF NEIGHBORHOODS IN THE CITY THAT HAVE EXPERIENCED A DECLINE IN POPULATION, HOUSING STOCK, ECONOMIC ACTIVITY AND/OR APPEARANCE (STATUS 2026: ON-GOING).

As an older community, St. Charles must be vigilant in guarding against the physical and economic deterioration of its neighborhoods. Advancing age does not mean a community or neighborhood is doomed to decline. But it can mean that special efforts are required to prevent the first signs of decay or stagnation. Older neighborhoods possess attributes that might not be readily apparent but can be used to stabilize and strengthen the area if they are identified and enhanced. St. Charles is a city of neighborhoods, many with their own unique histories and characteristics. They are the city's quiet inner strength, and they cannot be allowed to decline. To help ensure the city's continued economic vitality, these neighborhoods deserve special attention and effort. Decline in any measure of a neighborhood's health, whether in population, the quality of its housing stock, economic activity or physical appearance, can and must be prevented. The revitalization and rejuvenation of neighborhoods, particularly those that have never achieved their full potential, is key to the city's future economic health. Toward that end, this comprehensive plan recommends the following actions.

1. **Use the forthcoming economic enhancement study of the Frenchtown neighborhood as the basis for a redevelopment plan for that area (Status 2026: On-going).**

   This is in reference to an earlier study which has been superseded by the Frenchtown Great Streets Plan (2021). The city is actively pursuing a 2021 study and has implemented many identified items for redevelopment.

2. **Target the Powell Terrace neighborhood for both public and private improvements intended to revitalize the area's economy, improve the housing stock, and add amenities to the area that now are lacking (Status 2026: On-going).**

   This action plan was established prior to the construction/completion of the University Commons but it was mentioned that its completion would assist this action item. Additionally, CDBG (HUD) grant money also continues to flow into this area to make improvements.

3. **In older neighborhoods such as those between Historic Downtown (Activity Center #6) and Highway 370 (Activity Centers #14 and #15), encourage the formation of homeowners' associations, civic progress committees, and/or historic preservation districts to preclude the onset of decline and promote stability (Status 2026: On-going).**

   The 2021 Frenchtown Great Streets Plan and implementation is assisting in this action item. While assisting, this plan by itself will not accomplish this goal. This may need to be redefined or reviewed going forward. A portion of the area lies within the Extended Historic Preservation District and much of the neighborhood is included in a CDBG eligible area. The Extended Historic Preservation District provides aesthetic protection for many historic homes, while the CDBG eligibility provides the opportunity to utilize Federal funds for neighborhood stabilization and enhancement. These programs should remain in place and possibly be expanded to ensure that this area retains its viability.

4. **In any neighborhood judged to need rejuvenation or stabilization, consider using the full range of economic development tools made available to municipalities by the state, including Neighborhood Improvement Districts (NID's), Historic Tax Credits, Community Improvement Districts (CID's), Transportation Development Districts (TDD's), Tax Increment Financing (TIF), and Chapter 353 (Status 2026: On-going).**

The city has utilized all these programs in recent years to bolster areas and provide new opportunities for growth. It is expected that they will continue to play a role in future redevelopment and stabilization efforts.

G. GOAL: PROMOTE A COOPERATIVE RELATIONSHIP BETWEEN THE CITY AND THE BUSINESS COMMUNITY (STATUS 2026: ON-GOING).

Economic vitality depends at least in part on the cooperative relationship between the city and the business community. The city and private business should see each other not as adversaries but as partners with the same objective: a strong, healthy economy that provides good jobs and a high standard of living for residents. The keys to such a partnership are communication and cooperation. City Hall and private business owners must understand each other's' constituencies. They must communicate their needs and desires, as well as what each can contribute to the goals they share. It is given that business and government will not always agree on every issue, that there will at times be honest differences in what the other can and should do in a particular instance. But disagreements and different approaches to issues should not threaten the underlying relationship between government and the private sector. Both will benefit if that relationship is stable, secure and cooperative. The one essential ingredient in a cooperative relationship is communication. The lines of communication between City Hall and the business community must remain open and effective. Toward that end, this comprehensive plan recommends the following actions.

1. **Promote regular dialogue between city officials and the private business sector for the purpose of achieving joint support for community betterment projects (Status 2026: On-going).**

The city is always seeking partners to accomplish goals of the community and will continue to do so.

2. **Create forums for private developers to share their ideas and recommendations with city leaders on a regular basis regarding ways to stimulate job growth (Status 2026: On-going).**

The city regularly meets with developers to assist in moving projects forward, while also making sure requirements of the city are met.

3. **Invite representatives of the Chamber of Commerce to participate on city boards, commissions and task forces that consider development issues, such as sign regulations, zoning, and corridor or neighborhood planning (Status 2026: On-going).**

The mayor has initiated several Task Forces to accomplish and seek advice from business leaders. Many standing members of the Chamber of Commerce serve on City boards and commissions that regulate or advise the City Council on land usage at the present time. The city must continue to sustain this practice in the future.

H. GOAL: ADOPT AND ENFORCE LAND USE AND DEVELOPMENT STANDARDS THAT PROMOTE PUBLIC HEALTH AND SAFETY, PROTECT THE NATURAL ENVIRONMENT AND PROVIDE CITY LEADERS WITH THE FLEXIBILITY TO ACCOMMODATE THE CHANGING NATURE OF PRIVATE SECTOR ECONOMIC GROWTH (STATUS 2026: ON-GOING).

When the city adopts regulations and development standards, it is exercising its legitimate authority to protect the public health and safety and promote the general welfare of the community. Care should be taken to ensure that the rules the city adopts serve a legitimate need and are balanced and reasonable. They should be designed to protect public health and safety and the natural environment, while at the same time giving city leaders the flexibility they need to meet the challenges of an ever-changing economy. Land development regulations and design standards should be clear, tightly written, and related to a specific public purpose. They should also be subject to periodic reviews to identify needed revisions and updates. The city should not enact regulations simply for the sake of exercising its authority, but it should not hesitate to act when there is a clear need for regulation. Codes, standards and regulations, if written and enforced properly, can enhance a community's economic climate and contribute to a stronger business environment. The city needs to recognize areas where new regulations are needed and where existing regulations can be improved. Toward that end, this comprehensive plan recommends the following actions.

1. **Encourage periodic review by city leaders of development practices in cities identified as having characteristics that exemplify the quality of life desired in St. Charles (Status 2026: On-going).**

   Elected and administrative officials are heavily involved in organizations such as the Missouri Municipal League and National League of Cities. These organizations hold annual meetings that feature innovative programs and model practices. Many ordinance amendments and special projects are the result of the City's participation in the events. Staff often refers to successful programs and regulations in similar cities when ordinance changes and new practices are developed.

2. **Create a private sector task force, including representatives of such professions as banking, engineering, architecture, education and land development, as well as private citizens, that will meet every three years to evaluate and recommend changes to city land use regulations (Status 2026: On-going).**

   While not happening every 3 years, the C3 (City Centre Complex) Task Force has been established by the mayor and is assisting in accomplishing this action item.

3. **Rewrite the city tree preservation ordinance to make it more realistic, feasible and understandable (Status 2026: Complete).**

   The City's tree preservation ordinance was overhauled in 2003. The changes made at that time are still in effect today and have proved to be user-friendly and beneficial. While accomplished, staff are constantly evaluating our development ordinance to ensure up-to-date codes for implementation.

4. **Adopt design guidelines for the Extended Historic Preservation District (Status 2026: On-going).**

While created and adopted in 1988, these standards have not been amended since their inception. Staff are constantly reviewing all historic preservation to ensure compliance with current standards.

5. **Ensure that adequate staff and resources are available to provide effective, prompt, and fair inspections of property and enforcement of property maintenance codes (Status 2026: On-going).**

Property inspection and code enforcement are a critical part of Department of Community Development operations. The Code Enforcement Division makes every effort to inspect properties and investigate complaints within 24 hours of a request. The City has recently added an additional Code Enforcement Officer to bring the total to five (5) full-time officers. These officers maintain proper credentials and attend training to stay up to date on new techniques.

6. **Revise the city's land use and development regulations as needed to provide for emerging technologies, cutting-edge enterprises, and innovative mixed-use developments (Status 2026: On-going).**

Staff are constantly updating and reviewing our development codes to stay up-to-date and progressive.

7. **<u>NEW ACTION:</u> Re-evaluate the current Wellhead Protection District ordinance by accomplishing a new scientific review/study of the wellfield and its infrastructure. Upon completion, update the existing Wellhead District Ordinance as necessary to ensure best practices are utilized.**

In 1995, the city adopted a Wellhead Protection District which identified standards and guidelines for the area in and around the City's wells (north and south along Huster Road). In 2010, this ordinance was updated by expanding the district boundaries to a 1-mile radius from these wells (previously was a shorter buffer). Since 2010, this area has experienced growth pressures as well as supplemental improvements to the City's wells/drinking water infrastructure. Based upon these changes, the City should re-evaluate the current Wellhead Protection District ordinance and make sure best practices are utilized as well as make any necessary changes to the existing ordinance.

I. GOAL: ADOPT POLICIES THAT FACILITATE THE DEVELOPMENT OR REDEVELOPMENT OF PROPERTIES THAT ARE EITHER VACANT, ABANDONED, DETERIORATED OR MAY NO LONGER BE ECONOMICALLY PRODUCTIVE (STATUS 2026: ON-GOING).

Abandoned, vacant, deteriorated, derelict properties are a drain on a community's economy and a blight on its image. Properties that have ceased to be economically productive represent unrealized potential and missed opportunity. The City must have in place regulations and ordinances that effectively deal with such properties. Properties and structures that have been allowed to lapse into disrepair and vacancies cannot be allowed to remain in that condition. The City should have at its disposal a variety of means to convince or, if necessary, force the owners of these properties to repair, renovate and reoccupy them, and thereby return them to economic productivity. Policies must be in place to deal with abandoned and/or derelict properties quickly and effectively, before the blight they represent can spread to surrounding properties. Furthermore, properties that are vacant and undeveloped should be identified and assessed for their economic potential. Inventories of developable vacant ground in the city should be maintained and provided to the private sector. The city should also be willing to consider the full range of economic redevelopment tools provided by the state. In the competitive economy of the 21st century, no piece of ground is expendable; no real estate is unworthy of the City's attention. St. Charles must act to ensure that every piece of land in the city is either already at or moving toward its highest and best use. Toward that end, this comprehensive plan recommends the following actions.

1. **Adopt a proactive policy of contacting the owners of all vacant properties in the city to determine what, if any, plans they have for the land and what enticements the city might offer to induce them to develop it (Status 2026: On-going).**

   The City's economic development team is active on all vacant property and will continue to do so.

2. **Utilize the full range of economic development tools provided in state statutes to initiate redevelopment desired by the city, including Tax Increment Financing (TIF), Chapter 353, Neighborhood Improvement Districts (NID's), Historic Tax Credits, Community Improvement Districts (CID's), and Transportation Development Districts (TDD's) (Status 2026: On-going).**

   The city has utilized all these programs in recent years to bolster areas and provide new opportunities for growth. It is expected that they will continue to play a role in future redevelopment and stabilization efforts.

3. **Consider the expanded use of neighborhood plans, specialized plans or corridor plans to focus redevelopment efforts on geographic areas of the city (Status 2026: On-going).**

   The city has adopted and implemented the 2021 Frenchtown Great Streets Plan which is essentially a corridor plan/study. The city will continue to evaluate and incorporate other plans as necessary.

J. GOAL: PROVIDE NEW AREAS IN THE CITY FOR DEVELOPMENT AND JOB CREATION THROUGH AN AGGRESSIVE ANNEXATION PROGRAM (STATUS 2026: ON-GOING).

As the City acts to protect its economic vitality and provide adequate land for the expansion of existing businesses and the construction of new facilities, it must pursue the annexation of property now in unincorporated St. Charles County. Annexation is how a city grows and adds new land to its economic base. Annexation makes the full range of city services available to the annexed property, and it provides the property owner with development options they may not have in the unincorporated county. Involuntary annexation procedures in Missouri are complex, costly, and time-consuming; and the decision whether to pursue the involuntary annexation of land is best left to the City's elected leaders. Voluntary annexation is the other option, and it is one the city should pursue aggressively. The city needs to be proactive in contacting the owners of unincorporated land within its planning area to convince them of the advantages of annexation. A good case can be made for bringing such property into the City, and the City must not hesitate to make it. Furthermore, small islands of unincorporated property surrounded by the City hinder the City's growth and planning process, and they should be eliminated wherever possible. If the City becomes locked into its existing boundaries and has no opportunities to bring new land into the municipal limits, it will become increasingly difficult to maintain the community's economic vitality. Annexation is an option the city must reserve and, where appropriate, pursue. Toward that end, this comprehensive plan recommends the following actions.

1. **Contact the owners of all islands or pockets of unincorporated property surrounded by the city and seek to persuade them to annex their property (Status 2026: On-going).**

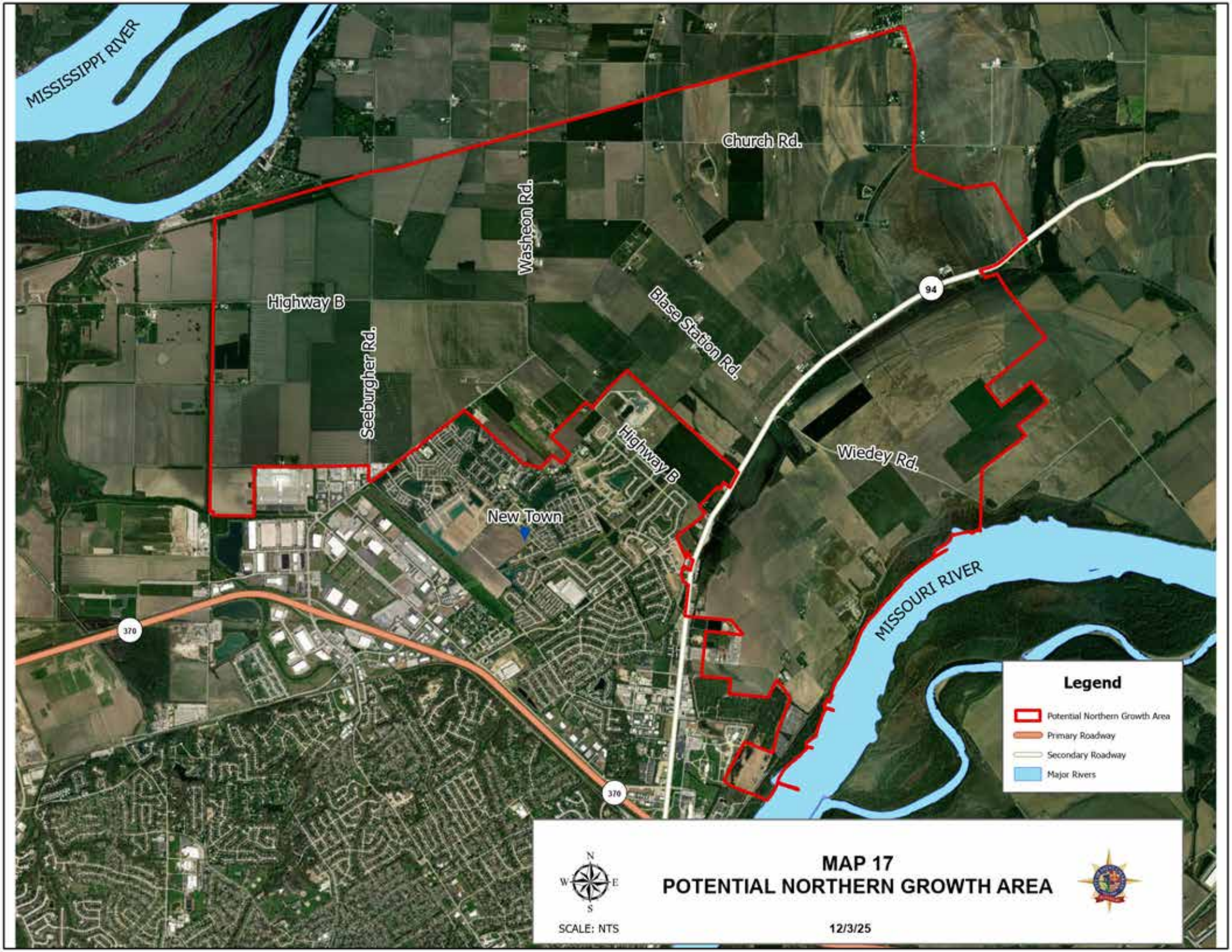
   The city is constantly evaluating the best way to close these pockets of the city. Staff will continue to pursue active annexation programs and will continue to review State law to ensure speedy closure of these gaps.

2. **Seek a change in state annexation statutes to allow the city, under strictly defined narrow circumstances, to annex islands of unincorporated property by ordinance when attempts at voluntary annexation have been unsuccessful (Status 2026: On-going).**

   While the City is not actively lobbying for new annexation rules, staff believes there are opportunities within the existing laws re-interpretations for speedier annexations and will continue to review and pursue.

3. **Prepare plans for the future development of land not now in the city but within the city's planning area, including when public infrastructure will be provided to such areas, and begin now to identify and contact the owners of these tracts to discuss the future annexation of their property (Status 2026: On-going).**

   City staff are currently evaluating the northern growth area along Hwy 94 and north of Hwy B for annexation/development. Currently, a study is being considered for City evaluation.


MISSISSIPPI RIVER
Church Rd.
Washeon Rd.
Highway B
Seeburgher Rd.
Blase Station Rd.
94
Highway B
Wiedey Rd.
New Town
MISSOURI RIVER
370
370
Legend
Potential Northern Growth Area
Primary Roadway
Secondary Roadway
Major Rivers
N
W
E
S
SCALE: NTS
MAP 17
POTENTIAL NORTHERN GROWTH AREA
12/3/25

K. GOAL: ADOPT POLICIES THAT FOSTER A WIDE VARIETY OF HOUSING TYPES AND AFFORDABILITY TO MEET THE NEEDS OF A DIVERSE POPULATION (STATUS 2026: ON-GOING).

One key element of any City's economic vitality is its housing stock. St. Charles has a variety of housing types in a broad price range. The city should seek to preserve that diversity in its housing. Housing options should be provided for residents at varying income levels. Diversity in housing does not mean the city must or should accept low-quality, sub-standard housing. Just as the community's economic health depends in part on a variety of housing, it depends in equal measure on high-quality, well-maintained housing with lasting value. Quality housing and diverse housing are not mutually exclusive; the city need not choose one over the other. To attract a workforce that can supply the full range of employment opportunities available in the city, there must be housing available for all income levels and for individuals at all stages of life. The city should utilize the tools available to it to encourage developers and homebuilders to plan innovative residential projects that meet the needs of a diverse population. The American dream of home ownership is alive and well in St. Charles, but the city should also contain housing for those for whom that dream is not possible or practical. Innovation, diversity, and quality should be the hallmarks of the City's housing stock. Toward that end, this comprehensive plan recommends the following actions.

1. **Utilize Planned Development (PD) overlay zoning to achieve housing developments that are innovative, diverse and contain a range of housing types and cost (Status 2026: On-going).**

   The city continues to see and will utilize PD's as necessary or required to achieve the Goals of the City and the development community.

2. **In new residential development, recognize the need to meet the demands of the marketplace, with the emphasis on quality (Status 2026: On-going).**

   Many of the ongoing residential developments have adjusted the size and options available for new homes to accommodate the housing market. The Planned Development zoning designation has allowed several developments to switch housing products all together (attached single-family to detached single-family, etc.) to meet market demands. While the types of housing product within these developments have been adjusted, the city ensures that every building constructed meets the quality and workmanship standards of the International Residential Building Code.

3. **Utilize, and perhaps expand, the city's Home Improvement Loan Program to enable lower-income homeowners to maintain and improve their properties, thus helping to keep the quality of the city's housing stock high (Status 2026: On-going).**

   The City's CDBG staff continue to implement and encourage use of HUD funds for Home Improvement. The City has also recently merged resources with St. Charles County to increase the City's allotment of HUD funds to leverage for the benefit of our residents.

4. **Given the city's limited remaining vacant acreage, emphasize housing rehabilitation and renovation (Status 2026: On-going).**

   Very little vacant land remains in the City of St. Charles, and the City recognizes the importance of property maintenance. As previously stated, the City has participated in numerous Federal grant programs to assist residents in the rehabilitation and renovation of existing properties. A façade grant is made available to owners of property located within the City's historic areas. The matching grant program has been in effect since 2006.

L. GOAL: ASSURE THAT PUBLIC INFRASTRUCTURE IS PROVIDED TO MEET THE CITY'S FUTURE NEEDS IN TERMS OF BOTH NEW DEVELOPMENT AND REDEVELOPMENT (STATUS 2026: ON-GOING).

If the City's economy is to grow and flourish, it must be supported by adequate public infrastructure. Virtually any type of land use - residential, commercial or industrial - depends upon an adequate infrastructure. The public infrastructure is the foundation upon which economic vitality is maintained. It must be designed and built not only to serve existing development but with the capacity to accommodate future growth and expansion as well. Economic expansion cannot occur without roads, water and sewer lines, and other utilities that residences, business and industry need to operate and grow. Providing the infrastructure necessary to sustain the community's economic vitality is among the most important responsibilities of city government. The city must take steps to maintain the existing infrastructure and expand it into new areas. Streets and roads, water wells, sewage treatment facilities and utility lines should be evaluated regularly to ensure they can meet the increasing demand placed upon them. Funds should be budgeted for both routine maintenance and unforeseen emergencies. Long-range planning should be undertaken to guide the improvements into areas where new development is most likely to occur. New infrastructure added to the City's systems by development must be assured to meet or exceed City standards and requirements so as not to increase future burdens. The city must recognize that infrastructure is crucial to its economic vitality and quality of life. Investment and planning now will ensure that the infrastructure is in place for the City's future growth, redevelopment and prosperity. Toward that end, this comprehensive plan recommends the following actions.

1. **Conduct a comprehensive assessment of the city's public infrastructure needs every three (3) years, if not more frequently (Status On-going).**

   The City's Engineering and Public Works Departments actively review infrastructure needs via their multiple long-range documents and will continue to do so to identify needs and remove/reevaluate projects for maximum benefit to the city and its residents (existing and future).

2. **Engage in long-range planning now for the extension of public infrastructure into the city's planning area in the future (Status 2026: On-going).**

Community Development, Engineering and Public Works are working on a comprehensive plan for the Northern Growth area (Goal B, Action 9). This plan will look at land use, transportation and utility components to ensure proper planning occurs.

3. **Evaluate what investment is needed to ensure the continued reliability of the city's existing infrastructure, particularly in the older portions of the city, and make provisions there for (Status 2026: On-going).**

The Department of Public Works has been utilizing Enterprise Asset Management software working off the City's GIS database. This system is used to track routine maintenance and needs future upgrades/expansion.

4. **Ensure that new infrastructure and improvements to existing infrastructure consider the aesthetic qualities of such improvements by incorporating greenspace, landscaping, pedestrian walkways and decorative poles and lighting in context and character with the surrounding area.**

5. **<u>NEW ACTION:</u> With review of the Northern Growth Area Study (Goal B, Action 9), the study should include an evaluation of the infrastructure needed to adequately plan/ accommodate anticipated land uses/growth in this area.**

While the City needs to plan land uses for this area, a more holistic approach is necessary to accommodate infrastructure needs for this area. A study should be accomplished in concert with Land Use evaluation to review infrastructure needs for this area. Upon completion, enact the study's findings.

Community Spirit

A. Introduction

B. Goal: Improve the appearance of the city through landscaping, street trees, beautification campaigns, uniform signage and expanded green space.

C. Goal: Ensure that public facilities are adequate to serve the population and that they provide a variety of community activities.

D. Goal: Create a network of parks and trails to provide opportunities for social interaction, encourage healthy lifestyles and add to the natural environment.

E. Goal: Encourage the continuation and expansion of festivals, celebrations, commemorations and ceremonies that add to the city's character and define its spirit.

F. Goal: Encourage communication and cooperation between community groups, neighborhood associations, historic district boards, civic organizations, school districts, churches and city government.

G. Summary

A. INTRODUCTION

This comprehensive plan update recognizes the community spirit of St. Charles that was originally identified in the 2002 plan. The original plan identifies that spirit as one of three principles upon which the future of the community rests. If the city's history and heritage explain how we became the community we are today, the community's spirit explains what kind of city we are. To strengthen and promote a strong sense of community spirit, the original 2002 comprehensive plan adopted the following goals. This update reflects on each goal and objective to determine if actions were taken to ensure that the city continues to develop a strong sense of place.

B. GOAL: IMPROVE THE APPEARANCE OF THE CITY THROUGH LANDSCAPING, STREET TREES, BEAUTIFICATION CAMPAIGNS, UNIFORM SIGNAGE AND EXPANDED GREEN SPACE (STATUS 2026: ON-GOING).

St. Charles is an attractive community, dominated by gentle hills, an abundance of trees, large parks, streams and creeks, wide streets, and quiet, well-maintained neighborhoods. But no community can rest on its laurels in matters of appearance. Vigilance is required to maintain a healthy, clean, attractive appearance. The community spirit of St. Charles takes great pride in how the city looks to both residents and visitors. A community's appearance speaks volumes about its residents and how they feel about their home. The city's appearance is a vital component of its spirit, and the city should do what it can to improve that appearance. Toward that end, this comprehensive plan update identifies the previously adopted objectives and notes whether the city has taken an active role in improving the aesthetics and enhancing beautification efforts.

1. **Encourage and support the activities of the Beautification Commission, particularly the creation of a master plan for the beautification of the city (Status 2026: On-going).**

   The Beautification Commission has not been active for a long time. However, the Public Works Department has created a Beautification Plan/Team that consists of 2 full-time employees to carry out this action item.

2. **Revise the city's tree preservation ordinance to make it more realistic, simpler and easier to explain and enforce (Status 2026: On-going).**

   The Tree Preservation Ordinance was last updated in 2003. However, staff are always evaluating improvements to City Code. Current code allows for compliance via three (3) ways: 1). Preserving 50% tree mass, 2). Replanting tree caliper removed above 50%; or, 3). Paying into the tree fund for trees removed above 50%. These three (3) options have provided flexibility for development while also still adhering to overall goals of the program.

3. **Become a "Tree City USA" (Status 2026: Complete).**

   The city has been a Tree City since 2004 and plans to remain in this program.

4. **Adopt a program to install and maintain landscaping at all major interchanges and intersections in the city (Status 2026: On-going).**

   The city has re-established a Beautification initiative which will be focusing on these tasks.

5. To the extent possible, enact sign ordinances that will result in uniform signs throughout the city, similar in materials, size and placement (Status: On-going).

The city has completed a new Sign Ordinance as well as is in the process of a Uniform Way-Finding Sign project.

6. Enact the city "Adopt a Street" program (Status 2026: Complete and On-going).

This program is administered by the Public Works Department and is anticipated to continue.

7. Review the city's property maintenance codes to ensure they are adequate to maintain the appearance the city seeks, and review code enforcement procedures to make certain violations are resolved quickly (Status 2026: On-going).

Staff is constantly reviewing to adopt and "best practices" to ensure timely resolution. However, once items move to the Municipal Court, resolution can take time.

8. Organize neighborhood clean-up campaigns focused on specific areas of the city featuring volunteer workers and free trash pick-up and disposal (Status 2026: On-going).

The Public Works Dept. has an Adopt-a-roadway program and hosts an annual Mission Stream Clean Event. Additionally, Republic Services offers free bulk pick-ups. The city also has 5 part-time employees that are on the Clean Team that only pick up litter on Roads throughout the City.

9. Create and maintain a natural streetscape along both sides of First Capitol Drive from I-70 to Kingshighway consisting predominantly of trees, shrubs and other greenery (Status 2026: On-going).

Ownership of this corridor by MoDOT has long hampered the ability to provide beatification and landscaping on public right of way. Developments such as University Commons, Lindenwood, Starbucks, and Total Access Urgent Care provided limited opportunities to provide landscaping along the corridor. In 2024, the City of St. Charles took over ownership of this stretch. In 2025 the city applied for various outside grant programs in addition to discussing landscaping opportunities and maintenance cost sharing with major stakeholders along the corridor.

10. Adopt standards for street crossings in the city's historic districts so that these crossings have designs which are appropriate to the unique settings (Status 2026: Amended and On-going).

The C3 Taskforce recommended amending this Action to accommodate the uniqueness of each district. For example, Main Street's design may and should be different than another street crossing in Frenchtown.

11. Solicit the involvement of horticulture and garden clubs in efforts to install, improve and maintain landscaping throughout the city (Status 2026: Not yet pursued).

The city has not adopted any specific practices for seeking the involvement of various garden-related clubs for the maintenance of landscape areas. A variety of groups and commissions have volunteered over the past ten years; however, it has typically been on a strict volunteer basis and is often proposed by the organization rather than solicited by the city.

12. Utilize street lighting more effectively throughout the city to improve both appearance and safety (Status 2026: On-going).

The Public Works Department continuously looks for locations and opportunities throughout the city which need streetlight improvements to enhance the safety and appearance of any area. Many of the mid-20th century subdivisions lack streetlights and the city continues to work to incorporate lighting projects into the annual budget, depending on available funding.

C. GOAL: ENSURE THAT THE PUBLIC FACILITIES ARE ADEQUATE TO SERVE THE POPULATION AND THAT THEY PROVIDE A VARIETY OF COMMUNITY ACTIVITIES (STATUS 2026: ON-GOING).

Public facilities for recreational, cultural and educational pursuits are an important part of a community's spirit. Such facilities provide opportunities for citizens to participate in indoor and outdoor recreation, explore their interest in art and culture, receive education for professional or personal objectives, and interact with family and friends in a social setting. Places to gather for fun and recreation are necessary to a community's overall health, and they help its citizens lead fulfilled and well-rounded lives. St. Charles should act to ensure that existing public facilities are improved and that new ones are added. Toward that end, this comprehensive plan recommends the following actions.

1. Create a community recreational facility that includes an arts and culture center in the Historic Downtown area (Activity Center #7), preferably in the ACF complex (Status 2026: On-going).

In 2004, the Foundry Arts Centre was opened in the ACF complex in a former train car factory building. The facility provides gallery space for art and culture exhibits, studio space for painters, sculptors, etc. and the Grand Hall provides a large space for concerts, performances and other events. The City has recently received approval for City voters for improvements in the ACF for a City Hall and a Recreation Center. Construction has commenced with these buildings beginning to come on-board in late 2026 early 2027.

2. Use the Lewis and Clark Boat House and Nature Center as an anchor for development dedicated to the City's rich river heritage (Status 2026: On-going).

Specific development related to the Lewis and Clark Expedition has not taken place in the last ten years. The Boat House and museum continue to host school groups and other parties; however, no commercial developments have been proposed that relate back to the historic nature of the building. While no development has taken place, the city is exploring options to bring other uses/users adjacent to the Boat House which will assist in telling the story of the city and attract renewed tourist information.

3. Consider expanded use of the city park system for purposes such as skate parks, nature trails, ice skating rinks and outdoor performances (Status 2026: On-going).

The city and its Parks Department are always looking for opportunities to expand park services. A skate park has been included (Huster Road) and Frontier Park remains an opportunity for performances.

4. **Cooperate with Lindenwood University in the construction of a community performing arts center to be utilized by students and civic organizations alike (Status 2026: Complete).**

J. Scheidegger Center for the Arts was opened in 2008 on the campus of Lindenwood University along West Clay Street. The facility hosts three theaters, the largest having 1,200 seats, and provides classroom space and faculty offices related to the School of Fine and Performing Arts.

5. **Construct a visitors' welcome center in Activity Center #8 (I-70/Fifth Street) and locate the facility advantageously to be visible and accessible to visitors to the City of St. Charles (Status 2026: Amended and Still Pursuing).**

To date, a visitor's welcome center has not been constructed near the intersection of Interstate 70 and South Fifth Street. A few properties have been identified for possible locations, but no funding or designs have been submitted for City Council approval or site plan review. Staff and area residents have held public meetings to discuss proposed designs for a transportation hub and information office.

6. **Encourage opportunities to learn about life in St. Charles in the early years of its history (Status 2026: Amended and On-going).**

Throughout the years, the Convention and Visitor's Bureau have worked with a variety of organizations to support historic tours, educational days and celebrations. Heritage Days, the Bicentennial Celebration, and the Living History tours are all examples of the educational festivities that have provided historic examples of early life. The city has also hosted a few archaeological digs since 2002. Most recently in May of 2011, a dig took place near Plank Road along South Main Street and was hosted by Lindenwood University.

D. GOAL: CREATE A NETWORK OF PARKS AND TRAILS TO PROVIDE OPPORTUNITIES FOR SOCIAL INTERACTIONS, ENCOURAGE HEALTHY LIFESTYLES, AND ADD TO THE NATURAL ENVIRONMENT (STATUS 2026: ON-GOING).

The environmental movement that arose in the 1960's and 1970's resulted in an increased awareness of and appreciation for the natural environment. Communities around the United States placed emphasis on open space, parks, trails and green space. Protecting the natural environment has become a high priority. Today, a community's natural environment is a critical part of its identity and spirit. Places where people can get back to nature, experience the great outdoors and reconnect with Mother Nature are highly valued, and residents have come to expect such amenities in their community. St. Charles had its origins on the edge of the frontier, and its early growth and development were inextricably connected to the Missouri River. The community was, and remains, blessed with abundant natural resources, a moderate climate, and natural features such as gentle hills, streams, river bottoms, and forests. This history has given St. Charles an appreciation for its environment. The city needs to ensure that its environment is preserved and protected and that open space is expanded to meet the needs of a growing population. Toward that end, this comprehensive plan recommends the following actions.

1. Create at least one large city park south of Highway 94 (Status 2026: Complete).

In 2005, the City of St. Charles Parks Department completed a master plan for Webster/ Heatherbrook Park located just off South River Road and northeast of Pralle Lane. The 29-acre facility is in the planning and construction stage and will include a variety of small shelters and pathways. The city also recently dedicated Vogt Brothers Park which includes a child's play area, shelter and pond. The smaller park is adjacent to the Talbridge Subdivision along Fairgrounds Road, just north of Friedens Road.

2. Make St. Charles a bicycle-friendly community (Status 2026: On-going).

a. Create a system of bicycle/pedestrian trails and paths throughout the city connecting parks, activity centers and the Katy Trail (Status 2026: On-going).

A bike/pedestrian master plan was completed in 2016. This plan is being implemented by the city.

b. Designate these trails and paths with uniform signs and informational markers and publicize the routes in all appropriate city publications (Status 2026: On-going).

As a part of the Pathways Plan and the Great Rivers Greenway, the city works to identify paths and trails with uniform signage. The GRG provides 90% of the cost for customized signage and the city submits the remaining 10% to cover the cost for new trails identified in the GRG's master plan.

c. Implement a public relations campaign that emphasizes the health and environmental benefits of bicycle riding and explains and promotes the safety rules bicyclists and motorists should observe when they encounter each other (Status 2026: On-going).

City staff participated in the development and adoption of a bicycle trails master plan which addresses a variety of issues and concerns on a regional level. The St. Louis Regional Bike Plan was a master plan supported by multiple cities and counties in the region to emphasize the importance of providing the necessary facilities for bike travelers. The City of St. Charles alone has not implemented a public relations campaign for the benefits of bicycle riding.

3. Set aside portions of the larger city parks for bird sanctuaries, memorial groves, and horticultural preserves (Status 2026: Not pursued).

The City of St. Charles Parks Department has not set aside specific portions of any individual parks for sanctuaries, groves or preserves; however, staff attempts to design landscape plans for each park based on native hardy species that attract butterflies, birds and other wildlife. The Parks Foundation has created a memorial bench and personalized paver program where citizens can donate funds for either item or they are placed throughout various city parks. The city also has a nature walk at the Lewis and Clark Boathouse which is planted with Missouri native species, a braille trail in McNair Park, and various other trails and areas planted with at least 90% native species. The city has also established a Plants of Merit program at Rau Garden within Blanchette Park. Plants within this area have been evaluated by horticulturalists to be dependable in the Midwest and citizens are able to use this knowledge in their own landscape plans.

4. **Encourage the creation of community gardens throughout the city, to be planted and maintained by neighborhood associations, civic groups, historic preservation districts and garden clubs, with an emphasis on plant species native to the St. Charles area (Status 2026: Partial Completion).**

A Community Garden was built in Booneslick Park. No other parks have community gardens.

5. **Create nature walks through the most environmentally sensitive areas of the city, such as the Missouri River floodplain, complete with interpretive signs that explain the native plant and animal life (Status 2026: Complete and On-Going).**

The nature walk located at the Lewis and Clark Boathouse provides examples of native vegetation for the area. Also, the Eco Park Area is located within Jean Baptiste Point DuSable Park and is just north of the Highway 370 bridge. This area includes approximately 5 miles of trails and 18 signs which identify plant and animal life, nearby landmarks and other important information for the area.

6. **Establish and mark a permanent route of varying lengths (5K, 10K, etc.) for fitness walks and runs and encourage its use by individuals and charitable organizations (Status 2026: Partial Completion).**

A 5K route is set from Frontier Park. Organizers are encouraged to use it.

7. **NEW ACTION: Complete the construction of Legacy Farms Park (Status 2026: On-Going).**

This new park land was acquired in 2019 and subsequently adopted a Master Plan for its completion in 2021. Phase 1 should commence in 2026 with completion in 2027. Full funding is still needed for the complete park; however, this park should be accomplished by the City in insure park access for residents in the northern section of the City.

E. GOAL: ENCOURAGE THE CONTINUATION AND EXPANSION OF FESTIVALS, CELEBRATIONS, COMMEMORATIONS AND CEREMONIES THAT ADD TO THE CITY'S CHARACTER AND DEFINE ITS SPIRIT (STATUS 2026: ON-GOING).

St. Charles is known locally, state-wide and nationally for the festivals and celebrations it holds regularly. The city's rich historical heritage provides numerous opportunities to commemorate the past, and a spacious, centrally located park on the bank of the Missouri River provides a perfect venue for such celebrations. St. Charles has a tradition of celebrating significant events in its and the nation's history, including Independence Day (Riverfest), the Lewis and Clark Expedition, and the city's founding as Les Petites Cotes (Festival of the Little Hills) and its German heritage via Octoberfest. These festivals, celebrations and public commemorations add much to the character of the city, and they contribute to its spirit in a unique way. They create a feeling of community, of belonging, a sense of who we are as a city and a people. In the minds of many, festivals and public celebrations identify St. Charles like nothing else. The people of St Charles must make sure this tradition of public celebration and commemoration continues and expands, that it continues to play a central role in promoting a sense of community spirit. Toward that end, this comprehensive plan recommends the following actions.

1. **Establish by ordinance a Festival Commission to oversee all festivals and celebrations in the city, adopt guidelines and regulations for such events and assist in coordination, scheduling and publicity (Status 2026: On-going).**

While a commission was not created in 2021 an existing department, Communications, was expanded and renamed to the Special Events & Communications Department to oversee all events and festivals other than those organized and managed by the Convention & Visitors Bureau. In addition, while not a commission, a Mayor task force was established in 2022, Special Events and Promotions Task Force to advise the Special Events & Communications Department on applicable events.

2. **Encourage and provide alternative activities in city parks now utilized exclusively for sports, such as concerts and art exhibitions (Status 2026: On-Going).**

Over the years Blanchette, Wapelhorst, Soccer Complex have hosted concerts/food trucks.

3. **Plan for a major public commemoration in 2009 of the two-hundredth (200) anniversaries of the city's incorporation in 1809 (Status 2026: Completed).**

4. **Solicit the sponsorship of city festivals and celebrations by the community's major institutions and businesses (Status 2026: On-going).**

The CVB and Special Events works with several different companies and organizations to sponsor various city events held throughout the year.

5. **Investigate the expanded use of satellite parking lots and shuttle buses during festivals to limit traffic into and out of the festival venue area and improve circulation (Status 2026: On-going).**

Festival organizers have utilized city parking lots at Blanchette and Wapelhorst Parks, the Family Arena and other locations throughout town for satellite parking during large festivals such Festival of the Little Hills and Octoberfest celebrations.

6. **Consider the Family Arena as a location for festivals better suited to an indoor venue or that are likely to be impacted by inclement weather (Status 2026: Unknown).**

The Family Arena is still owned and operated by St. Charles County and would require coordination prior to use. As applicable, the city will continue to explore its use.

7. **Establish regular fitness runs and walks in the Historic Downtown area (Activity Center #7) in warm-weather months, co-sponsored by the city and various charitable and civic groups, and promote such events throughout the St. Louis metropolitan area and the Midwest (Status 2026: On-going).**

Since the adoption of the comprehensive plan, the city has not taken an active role in planning regular fitness runs and walks in the downtown area. Many Not-for-Profit charities and organizations regularly hold runs or walks in the historic part of town, but they are not co-sponsored by the city.

F. GOAL: ENCOURAGE COMMUNICATION AND COOPERATION BETWEEN COMMUNITY GROUPS, NEIGHBORHOOD ASSOCIATIONS, HISTORIC DISTRICT BOARDS, CIVIC ORGANIZATIONS AND CITY GOVERNMENT (STATUS 2026: ON-GOING).

True community spirit is achieved only through unity. A sense of identity, of oneness, of belonging to a distinct group of fellow citizens will not flourish unless the diverse elements of a community act in unison with a common purpose and goals. Communication and cooperation between those elements are essential if the community's spirit is to develop and grow. City government, as the representative of all residents of the community, must act as the catalyst to achieve this communication and cooperation. The city must bring groups to the table, fairly arbitrate disputes, promote compromise, and facilitate communication. If the city uses all the tools and resources at its disposal to encourage communication and cooperation between various groups and organizations, a stronger sense of community will result. St. Charles is a diverse community with varying backgrounds, interests, concerns, hopes and aspirations. That diversity, if channeled property, can be a great strength, not a weakness. Our diversity is part of the spirit that defines us as a community. We must do what we can as a community to build upon that diversity, to achieve unity of purpose as a city. Toward that end, this comprehensive plan recommends the following actions.

1. **Solicit the participation and support of all service and civic organizations in community betterment projects and initiatives (Status 2026: On-going).**

   The City of St. Charles continues to reach out to neighborhood groups, non-profit service organizations and other citizens to participate in community betterment projects such as neighborhood cleanups and redevelopment charrettes. Various festivals are also supported or organized by local civic groups in addition to receiving support from the city. The city has also partnered with several groups during the holidays to sponsor donations, meals, and other events to support local charities and citizens in need.

2. **Involve the public at the outset in any neighborhood, corridor, or city-wide planning efforts (Status 2026: Amended and On-going).**

   City staff attempt to contact a variety of individuals and neighborhoods at the onset of any major city projects whether they relate to public works initiatives or are specific to development projects. Using the city's mapping system (GIS), staff can quickly create mailing lists for areas as large as an entire ward to quickly generate mailing lists. Recent examples include mass mailings sent to address the flash flood event in July 2022, and this amended of the Comprehensive Plan via an online survey.

3. **Hold annual (or more frequently) town hall planning meetings in each ward of the city (Status 2026: On-going).**

   The City has established monthly Ward Town Halls to encourage communication with the City's constituents.

4. **Utilize the city newsletter, St. Charles City News, and the city's website to disseminate information, highlight community achievements and solicit feedback (Status 2026: On-going).**

The St. Charles City News continues to be distributed to all residents of the city and provides information relative to local projects, community achievements and other city developments that have occurred over the last few months. The city has also enhanced its use of different social media platforms to increase outreach and communication.

5. **Make city regulations, codes and ordinances available to the public in a simple, accessible, easy-to-use format (Status 2026: On-going).**

Currently, full access to the city regulations and ordinances are provided on the website.

6. **Build upon existing city-wide programs such as National Night Out to create similar initiatives with a variety of themes (Status 2026: On-going).**

The New Special Events & Communications Dept. assists in the permitting and organization of such events.

7. **Reach out to the St. Charles R-6, Francis Howell R-3 and Orchard Farm R-5 school districts, private and parochial schools, the St. Charles City-County Library District, and the city's churches and pastors associations to seek their involvement in community-wide initiatives and betterment projects (Status 2026: On-going).**

The City of St. Charles regularly reaches out to church groups to participate in charity and fundraising events; however, the city's involvement with the local school districts has been limited over years.

G. SUMMARY

The intent of the Community Spirit section of the Comprehensive Plan is to address civic needs of the citizens, promote city-wide beautification and foster positive communication between local government and those it serves. The city has been successful in the adoption of specific regulations which will improve the overall aesthetic of public and private properties within the city limits.

Two of the more successful goals of the Community Spirit section include the enhancements to public facilities and the creation of new trails and parks within the city limits. Specific objectives such as the creation of the Foundry Arts Center, Skateboard Park, and J. Scheidegger Center for the Arts have been completed since 2002 and continue to contribute to the cultural welfare of the community. Regional cooperation has also been a major factor in the improvements to St. Charles and the surrounding area. The adoption of the Pathways Plan, in addition to partnering with Great Rivers Greenway, has aided in the construction of several connecting trails and pathways throughout the city limits. These partnerships have benefited citizens by providing trail connections to other areas of the county, as well as continuing all the way into St. Louis city. Also, city parks have been upgraded to include native planting areas, memorial gardens and preserves.

Another successful goal has been the continued expansion of festivals and celebrations in the City of St. Charles. The Comprehensive Plan objectives encourage the use of outlying parks and facilities to bring visitors and residents to other areas of the city; however, after reviewing each objective it was determined that many of those sponsoring events elect to hold them in the historic part of the city adjacent to the riverfront. The heritage, ambiance and the availability of other services of the district provide the sought-after backdrop that draw visitors to the city each year.

Finally, the goal to improve communication between the city and community groups and associations has and continues to be an ongoing effort. The increased use and developments in technology have provided the necessary tools for bringing news and information to various groups in a timelier fashion. Social media, email, mapping systems and websites allow users from the public and private sectors to interact and create greater transparency for government projects.

Goals/Action Item Conclusion

In summation, the city continues to meet and exceed many of the objectives listed in their respective goals; however, there is always room for improvement regarding public involvement and open dialogues between the government and its citizens. This may require additional town hall meetings, neighborhood group discussions and presentations to local non-profit organizations to gain support for specific projects or address the concerns of the affected public. While many of the main objectives have been met over the years, the city should continue support of the Comprehensive Plan and strive to expand and improve each of the goals set forth in this section.

APPENDIX

Survey

At the end of 2024, staff initiated an online survey to request feedback from City residents (as well as non-residents) for the Comprehensive Plan review. Questions ranged from simple (age, employment status, etc.) to more complicated. Overall, we received 262 responses. Below are the results of that survey along with some information from Staff. While the full results are provided, the following items are main points:

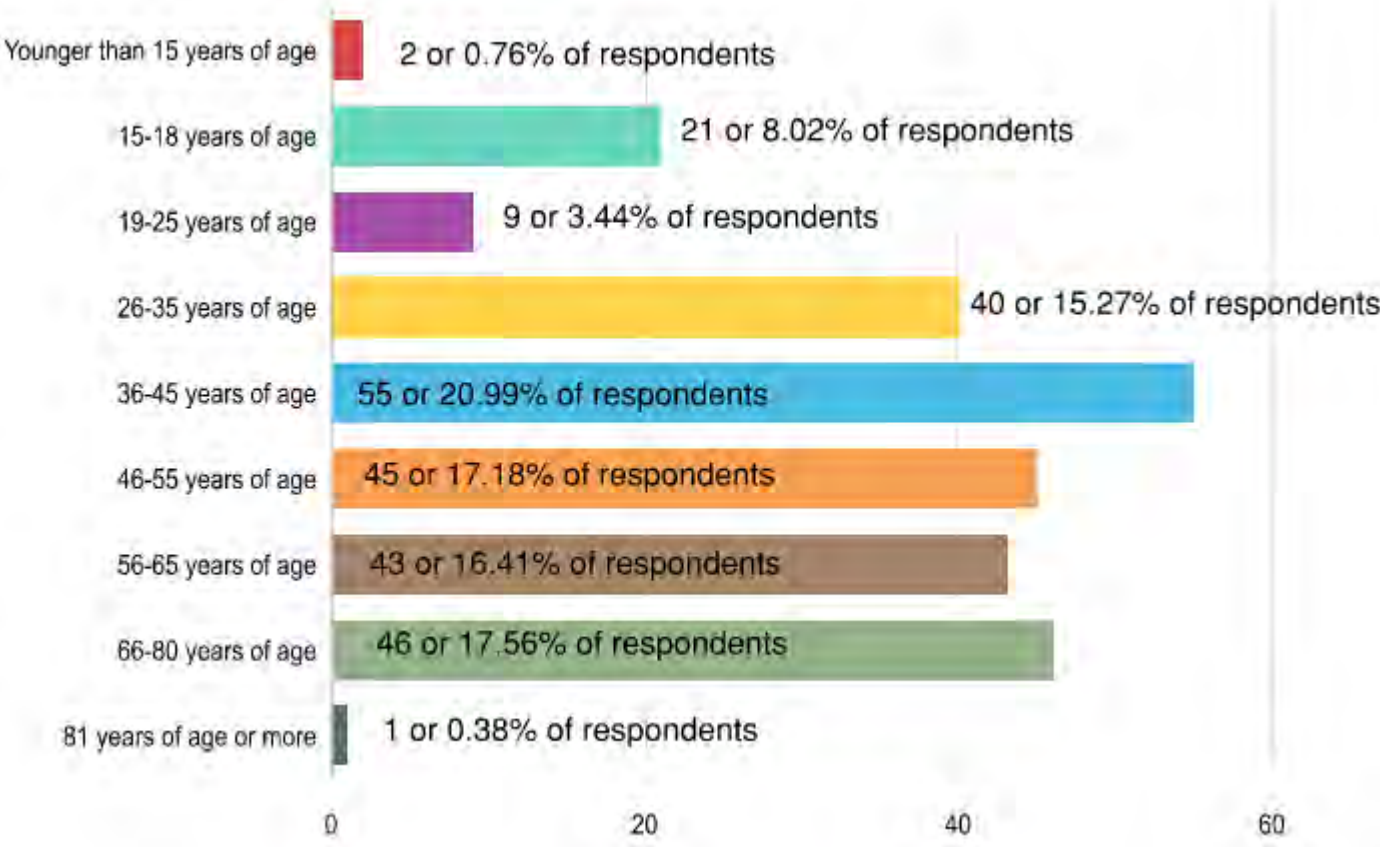
- 88% indicated that St. Charles had a "Good/Excellent" quality of life.
- Top reason of respondents on why they choose to live in St. Charles was its "location".
- Of those employed, 67% work outside of the City of St. Charles.
- Respondents were given the option to rank 6 objectives (1-6, 1 being most important) for the next 5-10 years. "Safety" was considered the most important objective for the city on average. Options included (in order of overall rank by average):
    1. Safety;
    2. Economic Growth;
    3. Historic/Cultural Preservation;
    4. Recreational Facilities;
    5. Affordable Housing; and
    6. More Upscale Housing Options.
- 80% of respondents believed the city is an affordable City.
- The Northern Growth Area:
    1. Mixed opinions upon annexation/development.
    2. If annexed, 20% (highest) believed Mixed Uses were most appropriate.
    3. Of those opposed to annexation, floodplain concerns were listed as most identified concern.

FULL SURVEY RESULTS – BACKGROUND/CAVEATS OF DATA

- Some questions are only required depending upon response of previous/certain questions.
- Survey was advertised by word of mouth, social media and online resources only (paper available, but none requested).
- Allowed Resident and Non-Resident responses.

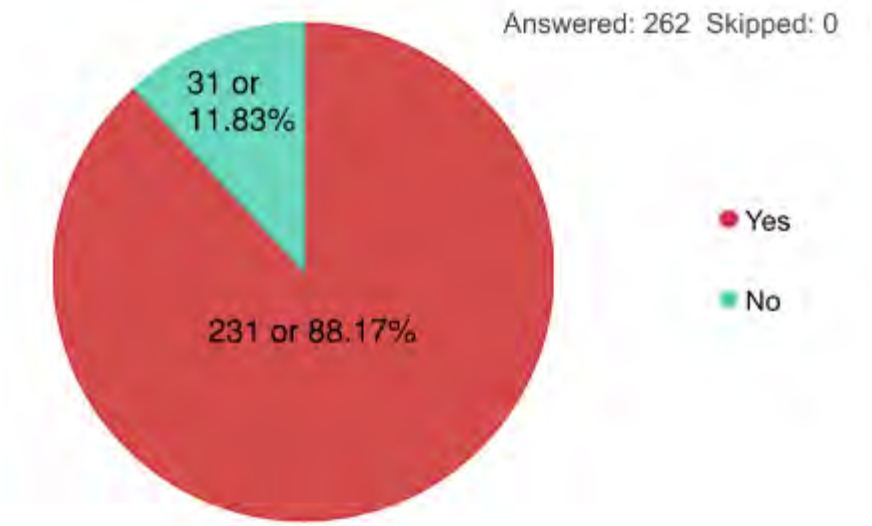
SURVEY QUESTIONS/ANALYSIS

1. What age bracket are you within?



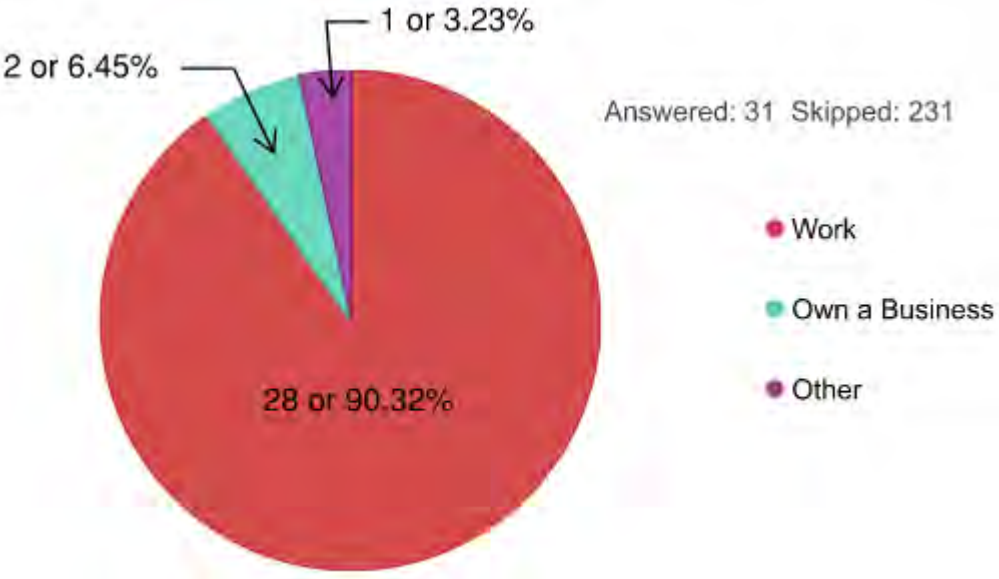
- Required Question
- 262 people out of 71,190 population (2022 estimate) – 0.36% response rate.
  - Low for total population; however, not surprising based upon advertisement mostly digitally/word-of-mouth.
- 36-45 year bracket was largest response bracket (21% of total).
- Of respondents, most were 26-80 years of age (87.4% of total).
- The 15-35 year bracket made up 26.7% of responses (70 of 262).

2. Are you a resident of the City of St. Charles?



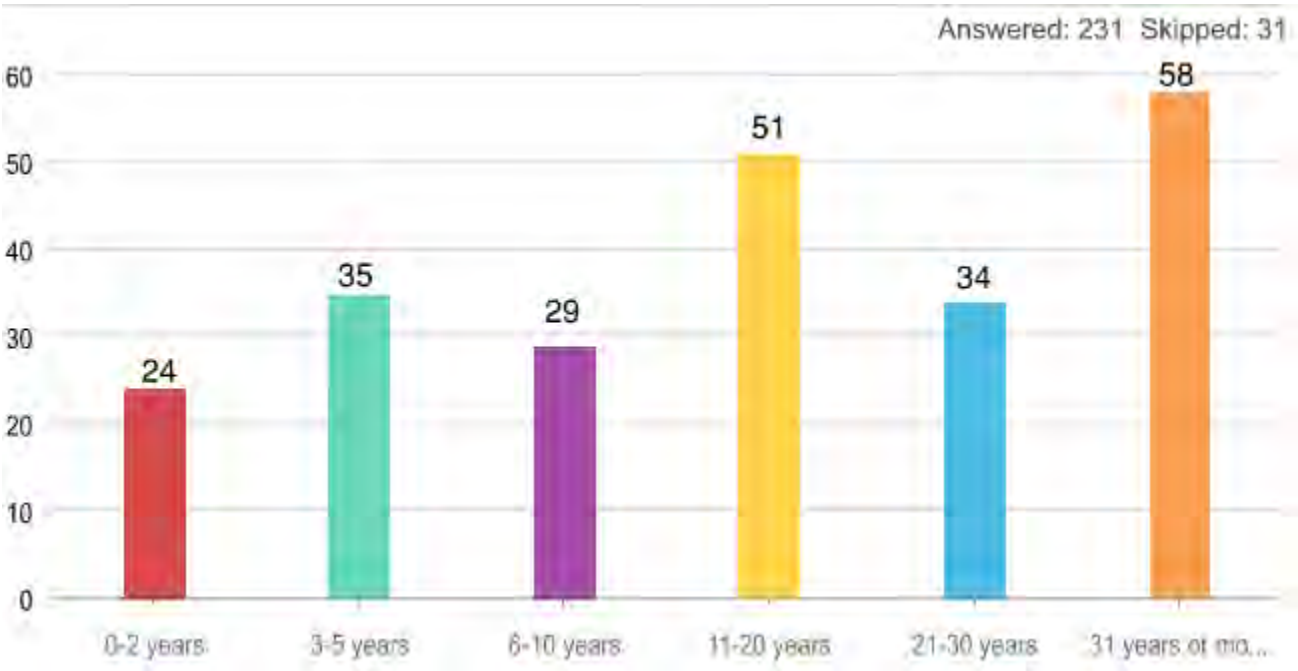
- Required Question
- Not a surprising response rate; however, was advertised to non-residents as well (business owners, outside residents, etc.).

3. If you are not a resident of the city of the St. Charles, do you work/own a business within the city?



- Not a required question - could be skipped or if responded to as a “citizen” of St. Charles in Questions #2.
- 90% of non-residents worked within the boundaries of the city.
- The 1 “other” response is unknown (non-resident/student?).

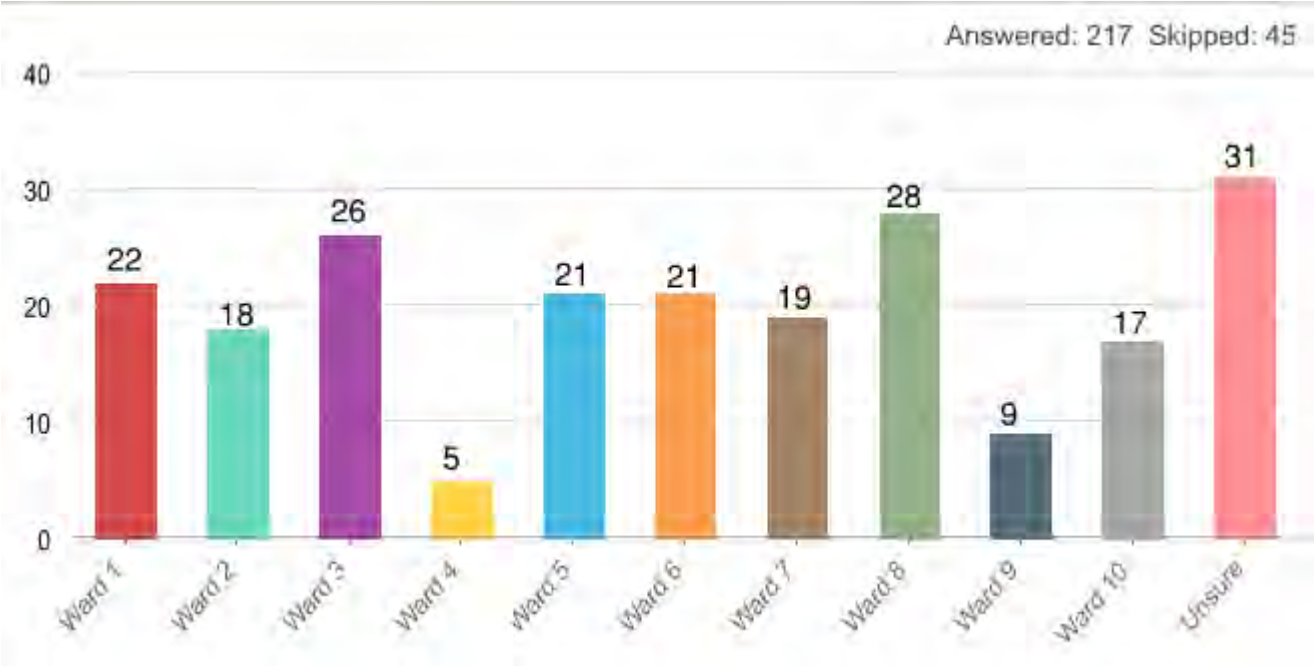
4. How long have you lived within the City of St. Charles?



- Not a required question – This question could be skipped or answered if responded answered "citizen" to Questions #2.
- 25% of respondents have lived within the city of 31+ years.
- 62% or respondents have lived within the city 11 or more years.
- 25% of respondents (same percentage as lived 31+ years) only lived within the city less than 5 years.
- Doesn't consider residence years within current home.
- Indicate low import of new residents versus existing.
- Potentially backs up an aging population of St. Charles.

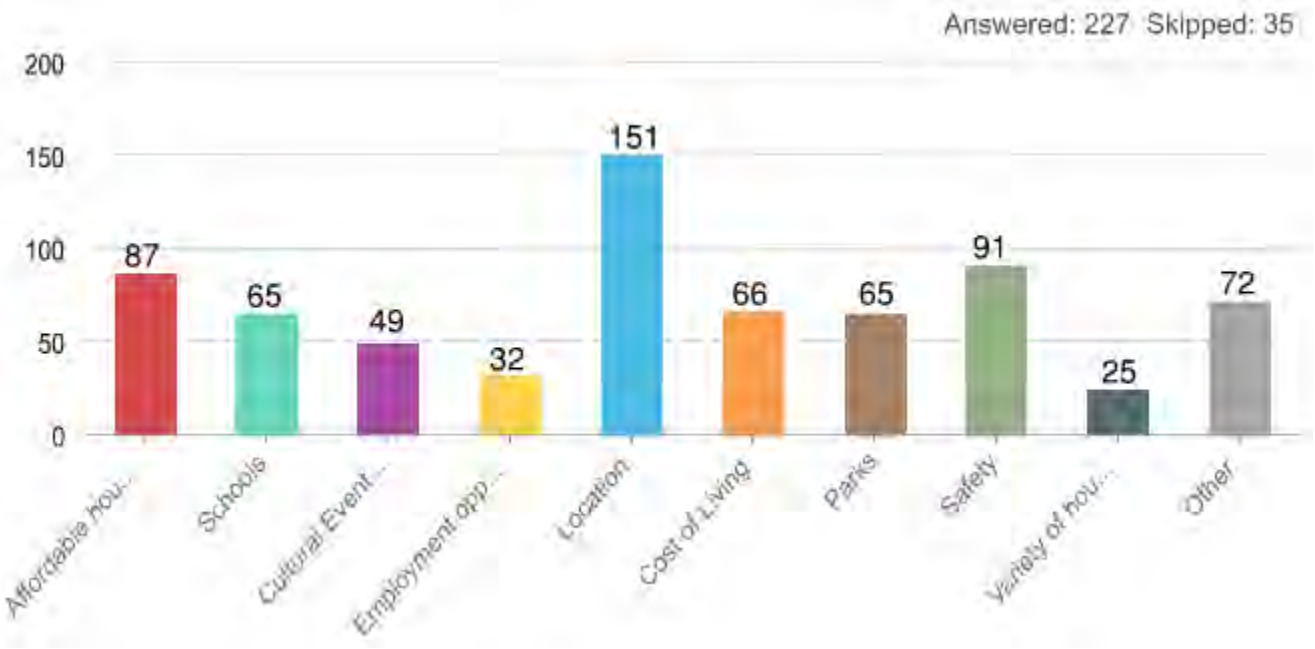
Median Age	1990	2000	2010	2020
	31.8	35.3	42.8	38.8

5. Which City Council Ward do you reside within?



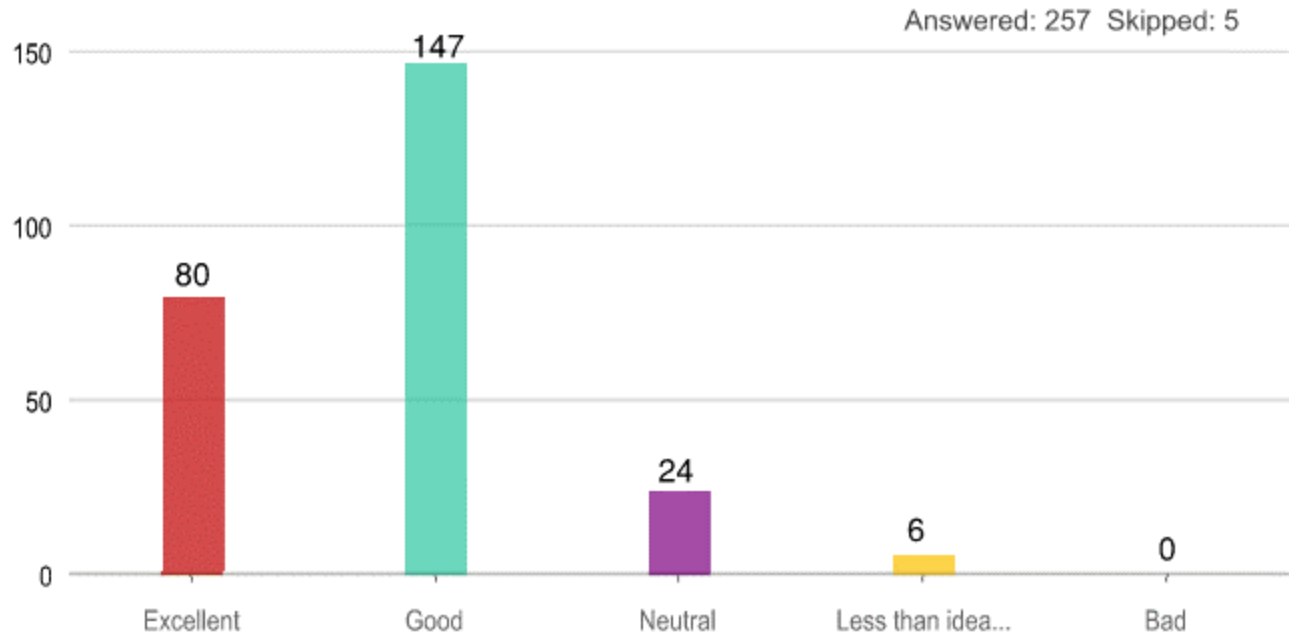
Not a required question – could be skipped or if responded as a “non-citizen” to Question #2.

6. Why did you choose to live in St. Charles (select all that apply)?



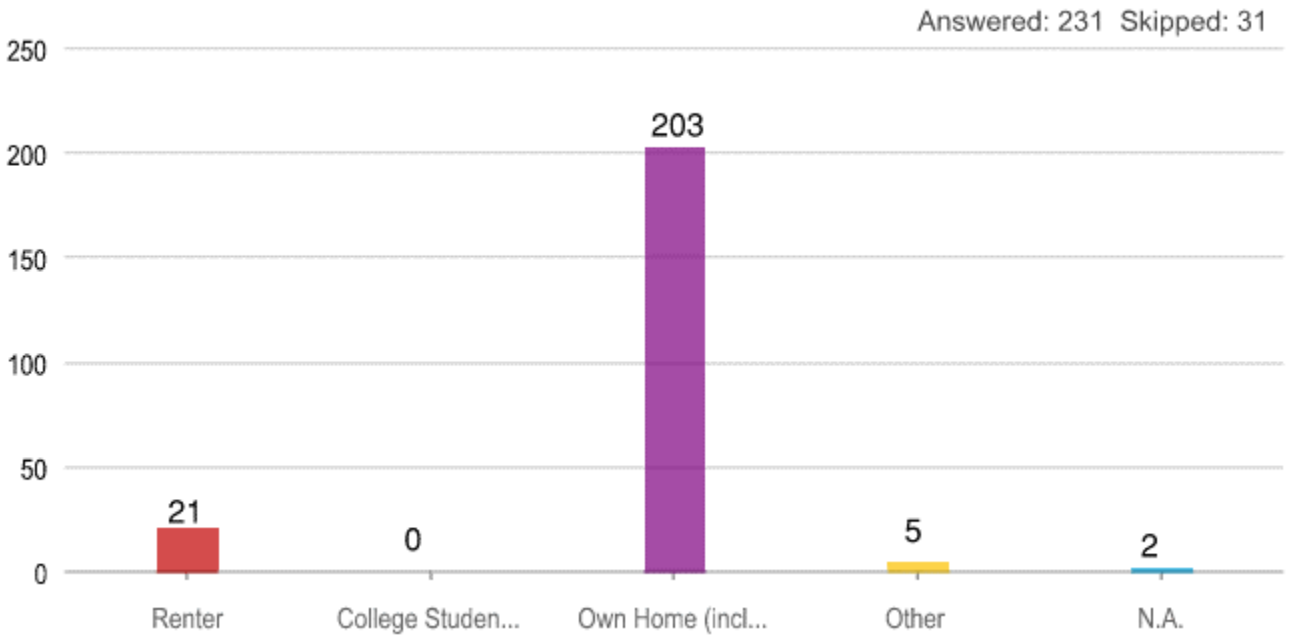
- Not a required question – could be skipped or if responded as a "non-citizen" to Question #2.
- Question allowed more than one answer.
- 66.5% of those surveyed believed "location" was the reason they choose to live within the city (location is a strength).
- Safety was 2nd (40%). Not surprising response as in Question #13 as the single most important issue for the next 5-10 years.
- Affordable Housing was 3rd (38.3%) closely behind "Safety".
- Schools (28.6%), Cost of Living (29.1%) and Parks (28.6%) were very close.
- 31.7% of respondents selected "Other".
- Employment Opportunities are low scoring even though we have major employers within the city.

7. How would you rate the quality of life in St. Charles (1-5)?



- Not a required question.
  - 2% choose not to answer (high response rate)
- 88.3% of those which responded believed the quality of life in the city was “Good” or “Excellent”.
- 2.3% (slightly above that of those who choose NOT to answer) believed the City’s quality of life was “Less than ideal”.
- No respondents indicated the quality of life was “Bad”.

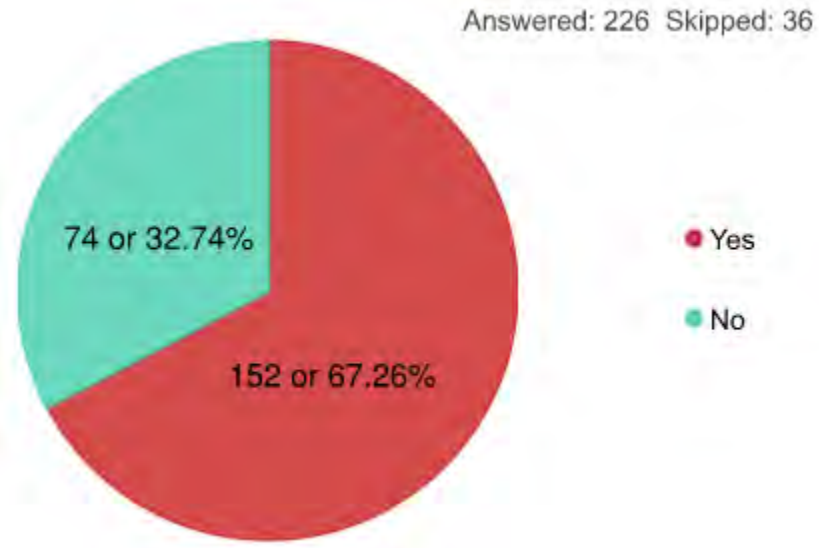
8. What type of housing most closely resembles your situation?



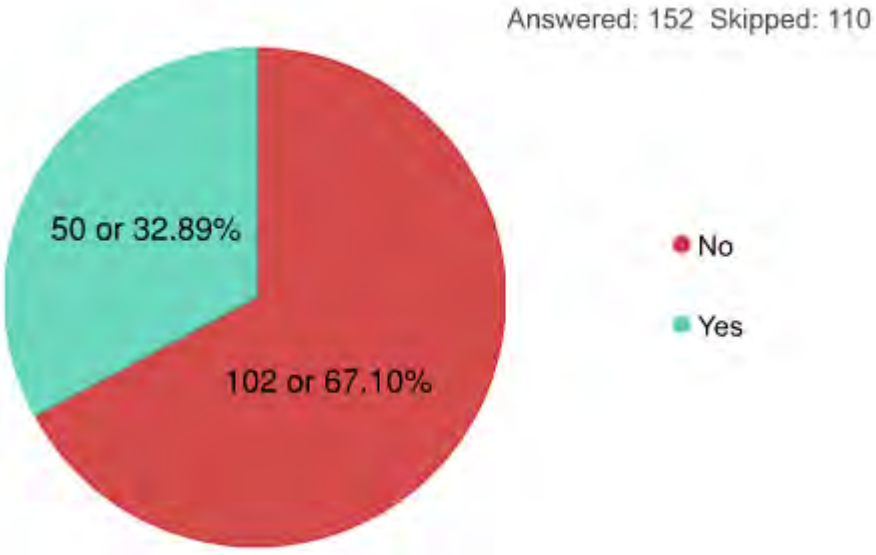
- Not a required question - could be skipped or if responded as a “non-citizen” to Question #2.
- All City residents which responded answered this question (the 31 skipped equal that of non-resident respondents to the survey).
- 87.7% of respondents “own their home (including mortgages)”.
- 9% of respondents’ “rent”.

9. Are you currently employed?

- Not a required question – could be skipped if they were a Non-Resident and were younger than 15.
- Unknown on the official status of the 32.7% who do not work (only 17.5% of residents are of retirement age or 65+ per Question #1).

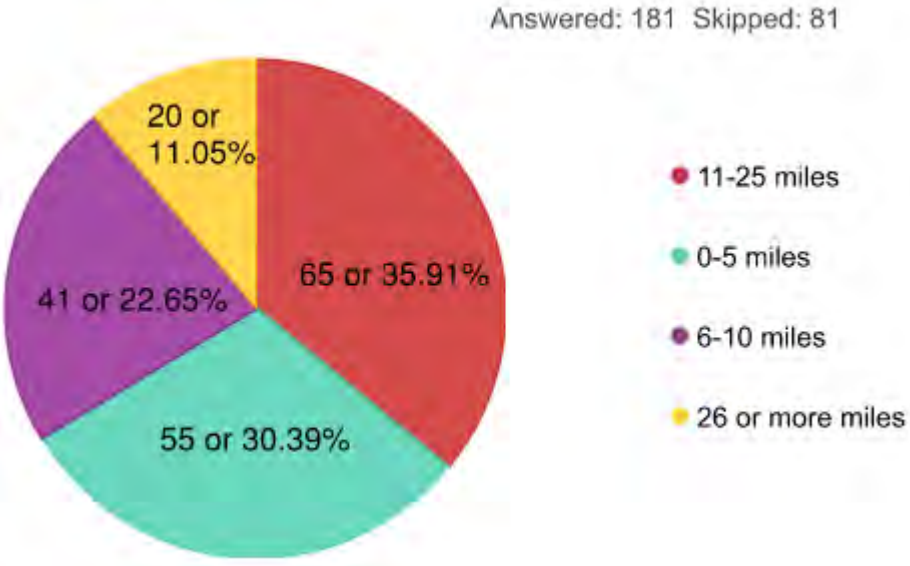


10. If you are employed, do you work within the City of St. Charles?



- Not a required question – could be skipped if responded was under 15 years of age or was not employed.
- Over 2/3 of those that responded do NOT work within the City of St. Charles.
- Interesting to track over time.

11. If you are employed, how far to do you commute to work (one-way)?

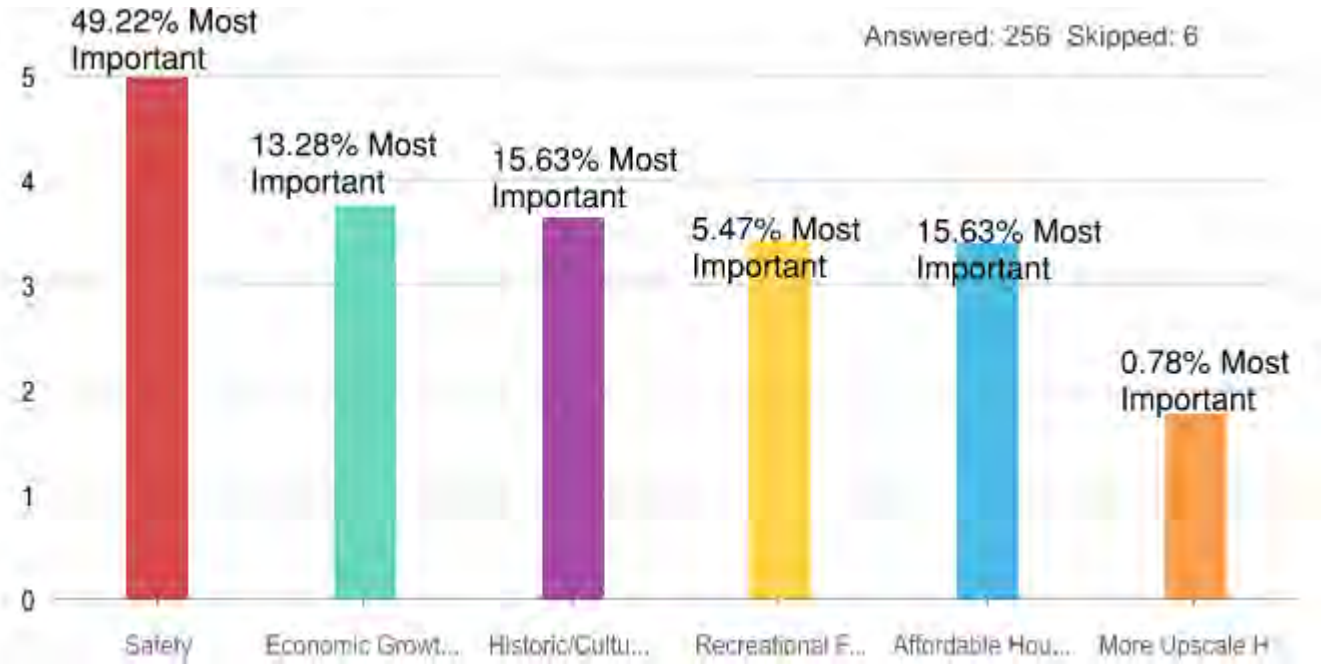


- Not a required question – could be skipped or was not available if unemployed.

12. When you think of St. Charles, what is one word you would use to describe the City?

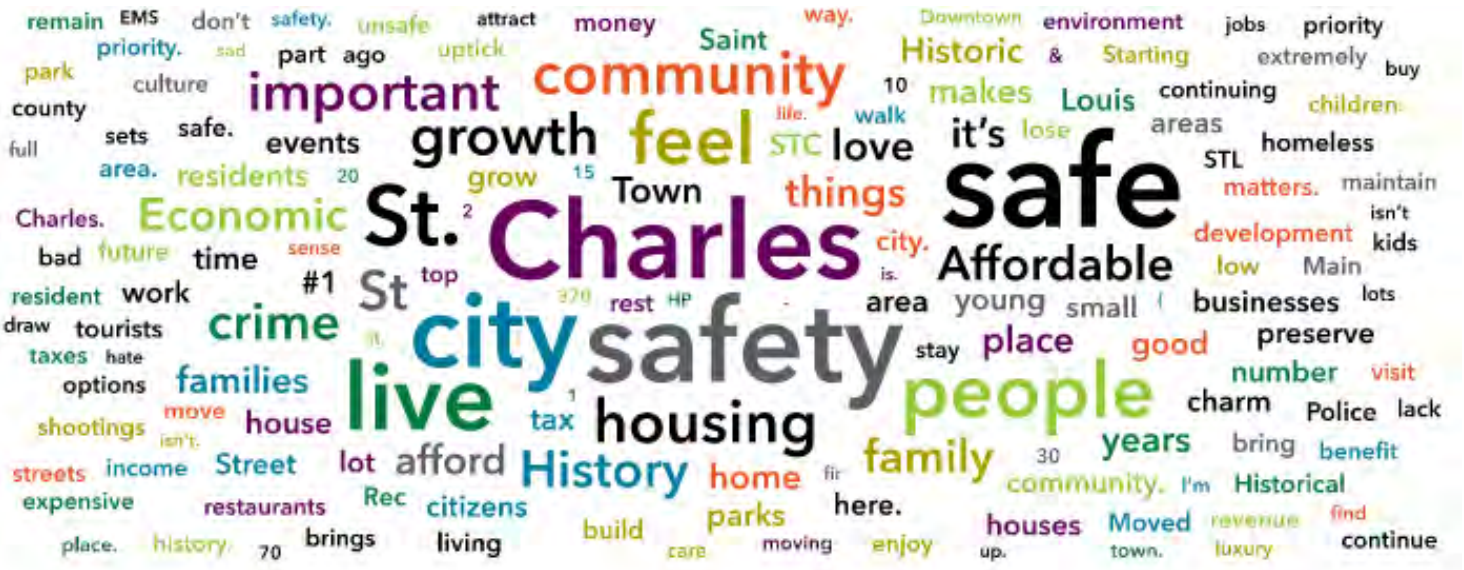
- Not a required question.
- The most included word, at 49 (20.4%) of respondents, “Historic” or “Historical”.
- 15 of respondents (6.3%) indicated “Home” (next largest selection).
- Majority responded positively - Only 14 (5.8%) responded negatively.

13. How would you rank to the importance of the following objectives for St. Charles for the next 5-10 years?



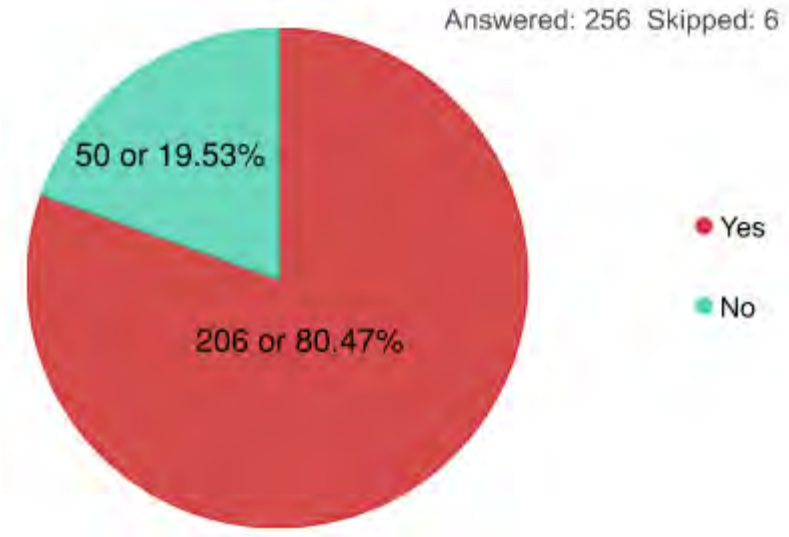
- Not a required question.
  - Ranked in order of importance (by average). Most important received a score of 6 and least 1, etc.
- Terms were NOT defined and left up to the interpretation of the respondent (purposeful by staff).
- 49% of respondents ranked “Safety” as most important (only 0.39% of respondents believed it was the least important).
- “Economic Development” ranked as 2nd most important. This was just ahead of “Historic/ Cultural Preservation”, “Recreational Facilities” and “Affordable Housing” in average order of importance.

14. Please provide a brief explanation on why you choose your number #1 objective?



Answered: 236 Skipped: 26

15. Do you believe the City of St. Charles is an affordable community (housing, services, etc.)?

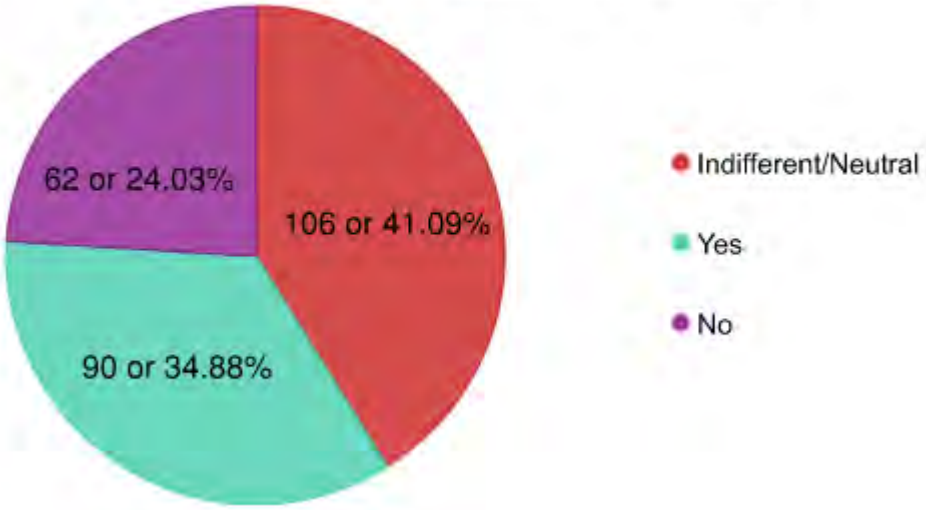


- Not a required question, but nearly all responded.
- Overall, most believed the City is affordable.
- Of the people who said it was not, it be interesting to know their age, housing status, employment (socio-economic factors)…

16. Over time, the City's median age has steadily increased (see below data). Should the City focus on countering this trend?
Median Age is the age that divides the population into two numerically equal groups (U.S. Census Bureau).

- 1990 = 31.8
- 2000 = 35.3
- 2010 = 36.6
- 2020 = 38.8

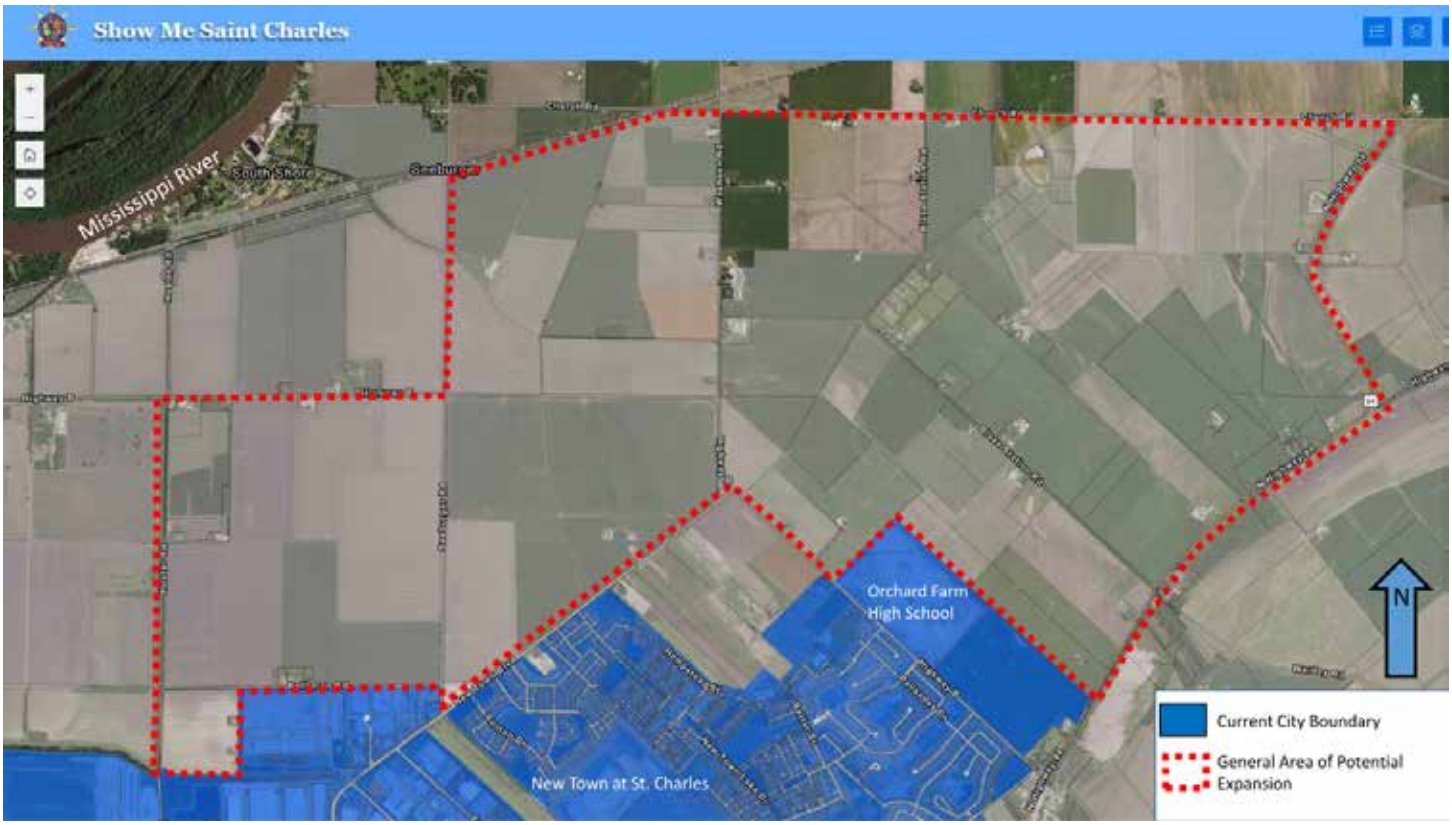
Answered: 258 Skipped: 4



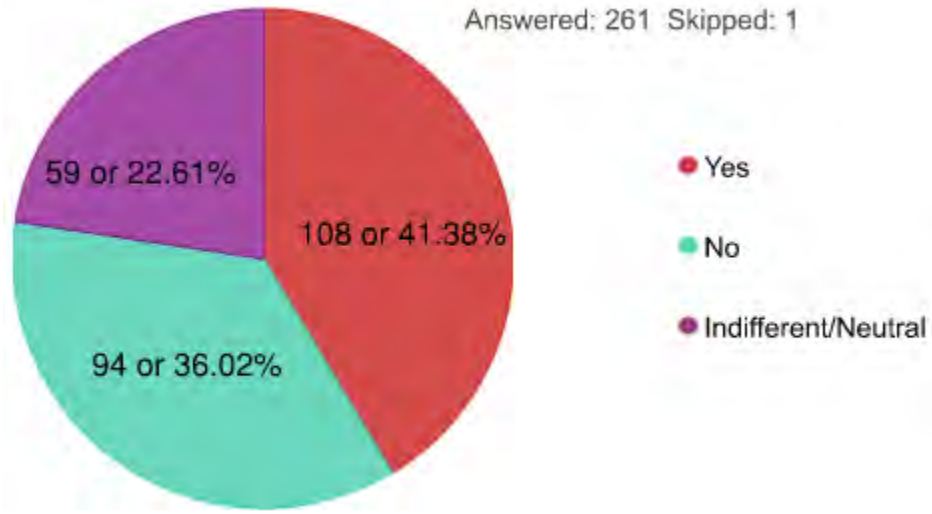
17. If Yes, what should the City consider/encourage in order to attract/retain younger populations (open ended answer or unknown)?

18. The next series of questions concerns the City's future growth:

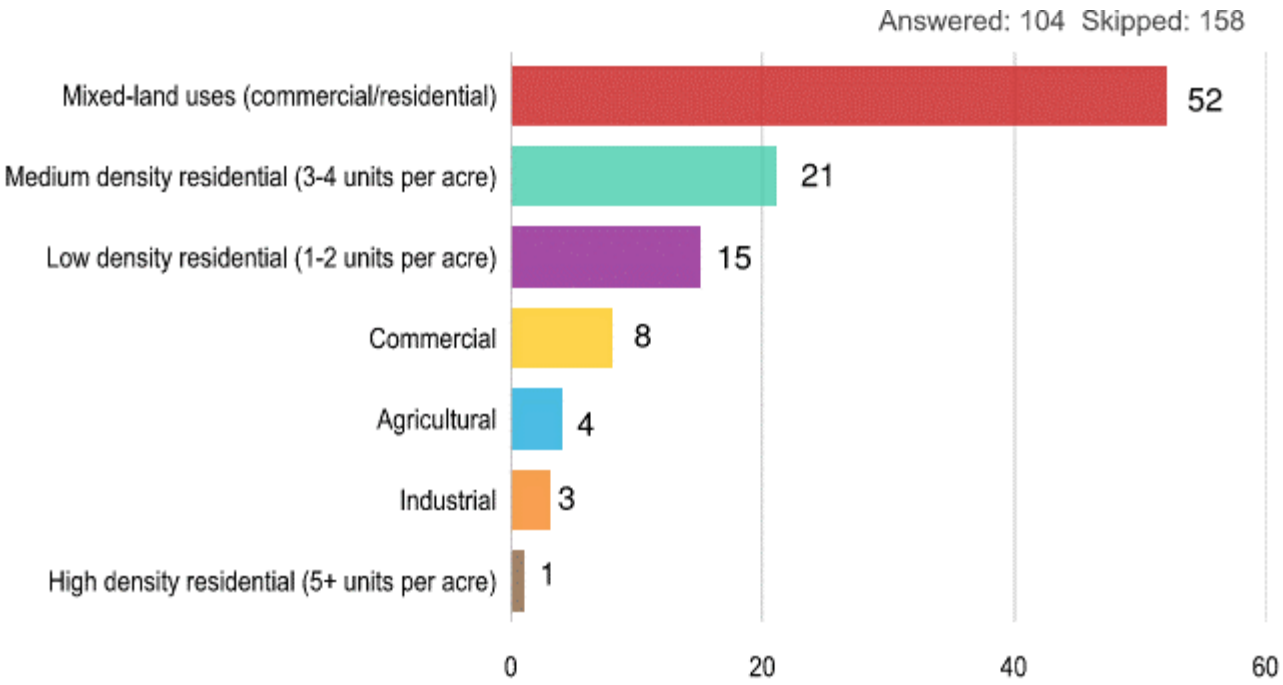
- Based upon the City's current boundaries, the City is reviewing possible land expansion to the north (see map). This area is the last remaining region the City could expand to:



- Should the City expand into this area?



- If Yes, what predominant land use would you be believe is the most appropriate for this area?



- Only required if respondent choose “Yes” concerning annexation, which was roughly only half of those surveyed.
- Of those which believe the City should annex, a majority believed mixed-use was appropriate/desired.
- Least appropriate were: High density, Industrial and Agricultural.

- If No/Indifferent, why?

CONTACT US

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200 N. Second Street
Saint Charles, MO 63301

(636) 949-3200

www.stcharlescitymo.gov

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
A RESOLUTION IN SUPPORT OF ENCOURAGING CONTRACTORS BIDDING ON CITY CONSTRUCTION, REPAIR, AND MAINTENANCE PROJECTS TO PROVIDE CERTAIN CERTIFICATIONS RELATED TO RESPONSIBLE BUSINESS PRACTICES AND WORKFORCE DEVELOPMENT

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

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

Summary:
At the December 9, 2025 City Council Work Session, City Council discussed the benefits of contractor hiring and workforce development practices on City construction projects. Stemming from that discussion, City Council indicated a desire to bring forward a resolution of support for consideration that encourages responsible contracting practices on City projects.

While a review of recent City construction contracts indicates that, with very few exceptions, these practices are already being followed, this Resolution of Support is intended to formally signal City Council's support for these practices now and in the future. The Resolution encourages contractors bidding on City construction, repair, and maintenance projects to voluntarily provide additional certifications demonstrating responsible business practices and a commitment to workforce development, including participation in registered apprenticeship programs. This Resolution encourages, but does not require, compliance with the identified practices and does not modify the City's existing competitive purchasing requirements or procurement authority.

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

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

Resolution No. _____

Sponsor: Vince Ratchford

A RESOLUTION IN SUPPORT OF ENCOURAGING CONTRACTORS BIDDING ON CITY CONSTRUCTION, REPAIR, AND MAINTENANCE PROJECTS TO PROVIDE CERTAIN CERTIFICATIONS RELATED TO RESPONSIBLE BUSINESS PRACTICES AND WORKFORCE DEVELOPMENT

WHEREAS, from time to time the City of St. Charles, Missouri ("City") awards contracts for City construction, repair, or maintenance projects pursuant to competitive purchasing procedures established by the City; and

WHEREAS, many of these projects are funded by City tax dollars and other public funds; and

WHEREAS, the City Council believes that contractors who invest in workforce development, maintain good standing with applicable licensing authorities, and demonstrate responsible business practices are best positioned to efficiently perform work on City projects; and

WHEREAS, the City Council further believes that encouraging contractors to provide additional certifications and information related to responsibility may promote project quality, safety, schedule performance, and long-term workforce benefits; and

WHEREAS, the City Council specifically encourages contractors to certify that they have not been barred from bidding on federal, State of Missouri, county, municipal, or other Missouri political subdivision construction projects within the last two (2) years; and

WHEREAS, the City Council further encourages contractors to certify that they have not had any business, trade, or contracting license issued by the federal government, the State of Missouri, or any county, municipality, or other Missouri political subdivision, suspended or revoked within the last one (1) year; and

WHEREAS, for construction contracts with a total contract value greater than Four Hundred Thousand Dollars ($400,000.00), the City Council encourages contractors and subcontractors to maintain or participate in an apprenticeship program registered with the United States Department of Labor which is compliant with 29 C.F.R. Part 29 and 29 U.S.C. § 50, and to have graduated at least one (1) apprentice to journeyman status within the last three (3) years for each occupational title employed on the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI, AS FOLLOWS:

SECTION 1. The City Council of the City of St. Charles hereby encourages contractors seeking to bid on City contracts for construction, repair, and maintenance projects, in addition to satisfying the City's current competitive purchasing requirements, to provide certain certifications demonstrating responsible business practices and a commitment to workforce development.

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

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 12/18/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Resolution of Support for the 2026 project applications for federal funding available through East-West Gateway Council of Governments.

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

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

Summary:
East-West Gateway Council of Governments (EWGCOG) will be accepting project applications until February 6, 2026 for federal funding through the Surface Transportation Program - Sub-allocated (STP-S), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and Transportation Alternatives Program (TAP).

Staff requests and recommends approval of the resolution for submitting the additional funding request as listed on the attached. An application fee of 1/2 percent of the federal funding amount requested through EWGCOG is required to be submitted with the project funding applications. A 10 percent contingency has been added to the preliminary application fee amount to account for any changes/refinements to the applications prior to submittal. This fee will be retained by EWGCOG for all projects that are successful in receiving funding. A refund of the application fees for non-successful projects will be made after the successful projects are approved by EWGCOG's governing board, typically in August.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 63,360.00 **N/A**
Account #: 204-502-502-733007
Project #: N/A

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

RCA ATTACHMENT

Resolution of Support for the 2026 project applications for federal funding available through East-West Gateway Council of Governments

East-West Gateway Council of Governments (EWGCOG) will be accepting project applications until February 6, 2026 for federal funding through the Surface Transportation Program – Sub-allocated (STP-S), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and Transportation Alternatives Program (TAP).

2026 City Projects for Federal Funding

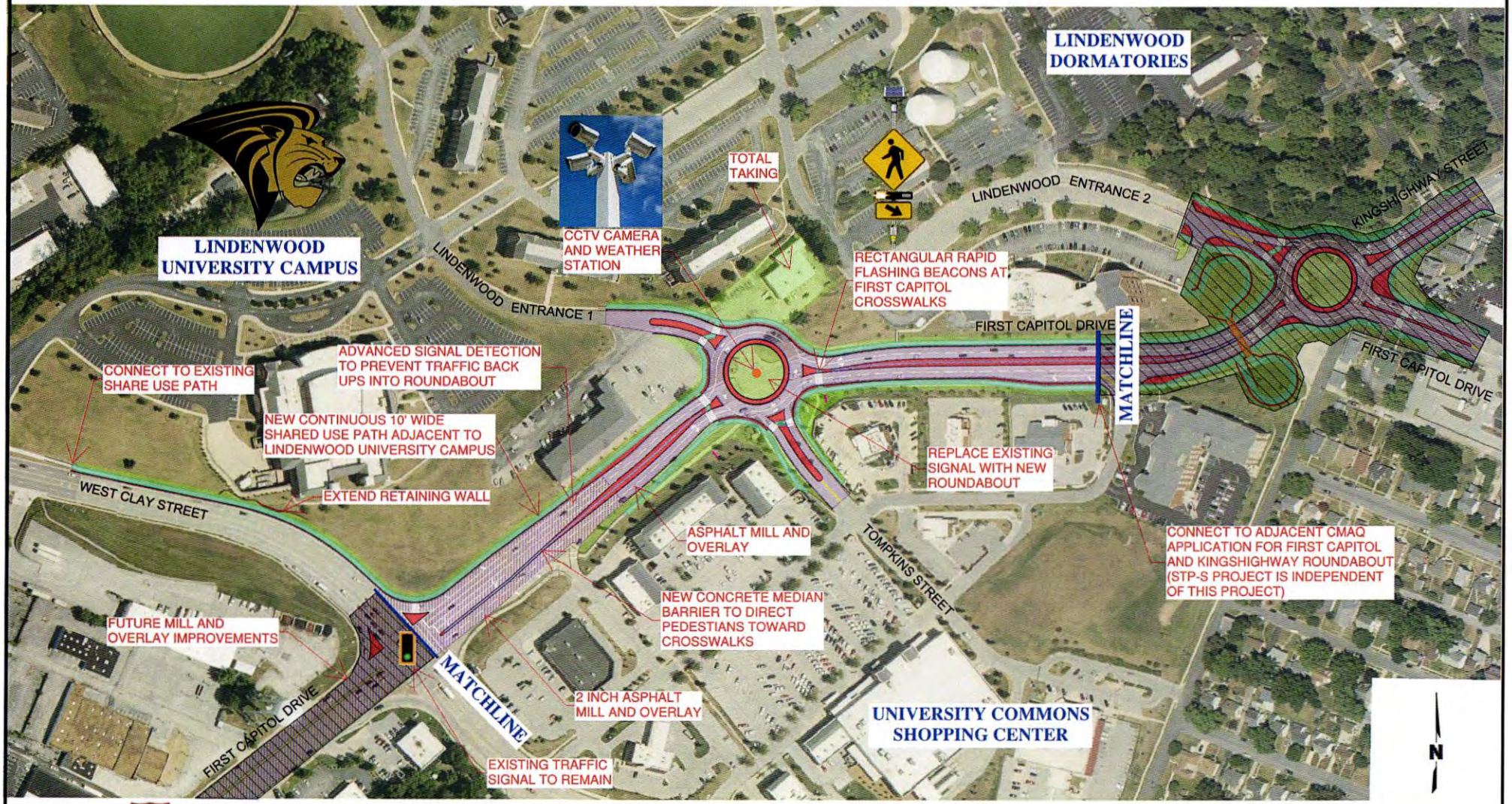
Priority	Name	Federal Funds*	Local Match*	Total Cost*	Application Fee*
1	First Capitol Traffic Flow Improvements from West Clay to Kingshighway	$5,840,000 CMAQ/TAP	$2,360,000	$8,200,000	$29,200
2	Boone's Lick Road Reconstruction from 5th Street to Fairgrounds Road	$2,880,000 STP-S	$1,420,000	$4,300,000	$14,400
3	Missing Sidewalk Segments – Madonna Drive	$800,000 TAP	$200,000	$1,000,000	$4,000
4	Duchesne Drive Pavement Rehabilitation from Droste Road to Sibley Street	$2,000,000 STP-S	$500,000	$2,500,000	$10,000
	SUBTOTAL	***$11,520,000***	***$4,480,000***	***$17,000,000***	***$57,600***
	10% Contingency for Application Adjustments	$1,152,000	$448,000	$1,700,000	$5,760
	TOTAL	**$12,672,000**	**$4,928,000**	**$17,700,000**	**$63,360**

* Requests for federal funds, local match, application fees, and overall project cost are subject to change as applications develop and as staff sees opportunities to make projects more competitive

A location map is attached for the projects listed above.

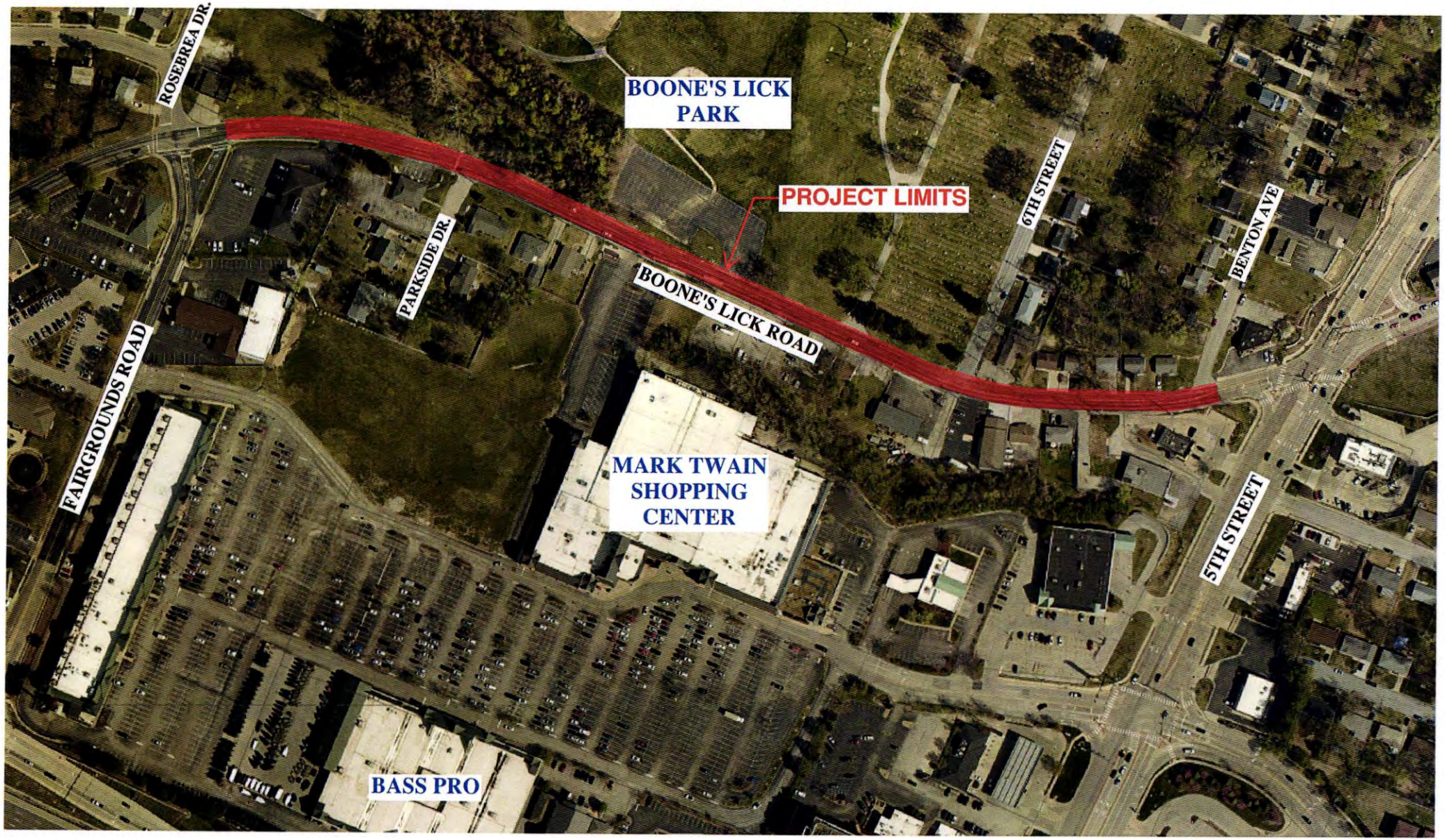
Staff requests approval of the resolution for submitting the federal funding request as listed above. An application fee of 1/2 percent of the federal funding amount requested through East-West Gateway is required to be submitted with the project funding applications. A 10 percent contingency has been added to the preliminary application fee amount to account for adjustments to the project applications prior to submittal. This fee will be retained by East-West Gateway for all projects that are successful in receiving funding. A refund of the application fees for non-successful projects will be made after the successful projects are approved by East-West Gateway's governing board.

FIRST CAPITOL DRIVE IMPROVEMENTS
FROM WEST CLAY STREET TO KINGSHIGHWAY STREET



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

LOCATION MAP



LOCATION MAP
MISSING SIDEWALK SEGMENTS - MADONNA DRIVE, SAN JOSE DRIVE AND PARK DRIVE

LOCATION MAP - DUCHESNE DRIVE PAVEMENT REHABILITATION FROM DROSTE ROAD TO SIBLEY STREET

Resolution No. _____

Sponsor: Vince Ratchford

A RESOLUTION OF SUPPORT FOR THE SUBMITTAL OF 2026 PROJECT APPLICATIONS FOR FEDERAL FUNDING AVAILABLE THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS.

Whereas, East-West Gateway Council of Governments is accepting project applications for federal funding through the Surface Transportation Program – Suballocated (STP-S), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and Transportation Alternatives Program (TAP), and makes available to communities monies for a variety of infrastructure improvements; and

Whereas, the City of St. Charles has identified certain transportation and infrastructure improvements to be eligible for funding under these programs; and

Whereas, the acquisition of federal or state funding for these projects will enable the City to commence the installation of the improvements sooner than would otherwise be possible; and

Whereas, the application deadline is February 6, 2026; and

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

Section 1. The Mayor is authorized to execute and submit project applications for federal funding available through STP-S, CMAQ and TAP to East-West Gateway Council of Governments.

Section 2. The City's applications shall seek federal funding for the following improvements:

A. First Capitol Traffic Flow Improvements from West Clay to Kingshighway;
B. Boone's Lick Road Reconstruction from Fifth Street to Fairgrounds Road;
C. Missing Sidewalk Segments – Madonna Drive; and
D. Duchesne Drive Pavement Rehabilitation from Droste Road to Sibley Street.

Section 3. The Mayor is granted continuing authority to execute all documents necessary to carry out the intent of this Resolution and to furnish such information as may be required in connection with these applications.

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

Resolution No. _____

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

Jennifer O'Connor, Director of Finance Date

T:\City Council\Resolutions\EWGCOG STP-S 2026 Project Applications (CMAQ & TAP) (12-19-2025).docx

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 12/16/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14041

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. D Finance Dir. JW Dir. of Admin. D

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 Magdziarz 12/10/2025
Holly Magdziarz, City Attorney Date

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS

[On file in the office of the City Clerk]

CITY OF ST. CHARLES, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS

FOR

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.

	Estimated Project Cost	**Bond Principal Amount**
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:

	Sales Tax	Use Tax	Total
State of Missouri	$825,396	$206,349	$1,031,745
St. Charles County	105,311	315,934	421,245
City of St. Charles	24,420	463,980	488,400
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:

(Assessed Value * 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

Estimated Assessed Value of Commercial Project	$ 1,660,728	$ 1,710,550	$ 1,710,550	$ 1,761,866	$ 1,761,866	$ 1,814,722	$ 1,814,722	$ 1,869,164	$ 1,869,164	$ 1,925,239	
Estimated Assessed Value of Residential Project	$ 5,990,889	$ 6,170,616	$ 6,170,616	$ 6,355,735	$ 6,355,735	$ 6,546,407	$ 6,546,407	$ 6,742,799	$ 6,742,799	$ 6,945,083	
Total Estimated Assessed Value of Project	$ 7,651,617	$ 7,881,166	$ 7,881,166	$ 8,117,601	$ 8,117,601	$ 8,361,129	$ 8,361,129	$ 8,611,962	$ 8,611,962	$ 8,870,321	
PILOT Payment[1] (all entities but Emergency Service Districts)	0%	0%	0%	0%	0%	50%	50%	50%	50%	50%	
PILOT Payment[1] (Emergency Service Districts)	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	$ 12,814	$ 12,814	$ 13,190	$ 13,190	$ 13,578	$ 66,948
St. Charles County Road & Bridge	0.1687	153	153	153	153	153	7,206	7,206	7,417	7,417	7,635	37,647
St. Charles County Library District	0.1668	151	151	151	151	151	7,125	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	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	4,562	4,696	4,696	4,834	23,833
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	6,702	6,702	6,899	6,899	7,101	35,014
City of St Charles	0.7549	685	685	685	685	685	32,244	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	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	5,285	5,429	5,429	5,578	29,384
	6.5109	$ 32,360	$ 33,163	$ 33,163	$ 33,991	$ 33,991	$ 275,059	$ 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.

	Estimated Project Cost	**Bond Principal Amount**
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:

	Sales Tax	Use Tax	Total
State of Missouri	$825,396	$206,349	$1,031,745
St. Charles County	105,311	315,934	421,245
City of St. Charles	24,420	463,980	488,400
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:

(Assessed Value * 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

Estimated Assessed Value of Commercial Project	$ 1,660,728	$ 1,710,550	$ 1,710,550	$ 1,761,866	$ 1,761,866	$ 1,814,722	$ 1,814,722	$ 1,869,164	$ 1,869,164	$ 1,925,239
Estimated Assessed Value of Residential Project	$ 5,990,889	$ 6,170,616	$ 6,170,616	$ 6,355,735	$ 6,355,735	$ 6,546,407	$ 6,546,407	$ 6,742,799	$ 6,742,799	$ 6,945,083
Total Estimated Assessed Value of Project	$ 7,651,617	$ 7,881,166	$ 7,881,166	$ 8,117,601	$ 8,117,601	$ 8,361,129	$ 8,361,129	$ 8,611,962	$ 8,611,962	$ 8,870,321
PILOT Payment[1] (all entities but Emergency Service Districts)	0%	0%	0%	0%	0%	50%	50%	50%	50%	50%
PILOT Payment[1] (Emergency Service Districts)	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	$ 12,814	$ 12,814	$ 13,190	$ 13,190	$ 13,578	$ 66,948
St. Charles County Road & Bridge	0.1687	153	153	153	153	153	7,206	7,206	7,417	7,417	7,635	37,647
St. Charles County Library District	0.1668	151	151	151	151	151	7,125	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	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	4,562	4,696	4,696	4,834	23,833
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	6,702	6,702	6,899	6,899	7,101	35,014
City of St Charles	0.7549	685	685	685	685	685	32,244	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	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	5,285	5,429	5,429	5,578	29,384
	6.5109	$ 32,360	$ 33,163	$ 33,163	$ 33,991	$ 33,991	$ 275,059	$ 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.

EXHIBIT B

TRUST INDENTURES

[On file in the office of the City Clerk]

G&B DRAFT – DECEMBER 9, 2025

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

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 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(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 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(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 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(l)**, 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	Maturity Date	Dated Date
5.0%	December 1, 2037[1]	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(l)**, and provided further the Trustee shall be entitled to engage the advice of counsel, at the expense of the Company, in executing any such 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	Maturity Date	Dated Date
5.0%	December 1, 2037[1]	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

"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

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)
) 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

"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 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 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@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

(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:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

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

Payee and Address	Description	Amount

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

"GRANTEE"

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

STATE OF MISSOURI)
) SS.
_____ COUNTY)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared **CASEY URKEVICH**, to me personally known, who, being by me duly sworn, did say that he is a Manager of **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

_____
Name:_____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION

CITY OF ST. CHARLES, MISSOURI,
As Lessor,

AND

PORTERHOUSE DEVELOPMENT LLC,
As Lessee

LEASE AGREEMENT

Dated as of January 1, 2026

Relating to:

$_____
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(Boulders at Southpointe Project)
[*Series 2026B/C/D*]

Certain rights of the City of St. Charles, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., as trustee (the "Trustee") under the Trust Indenture dated as of January 1, 2026, between the City and the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of January 1, 2026 (this "Lease"), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), as lessor, and **PORTERHOUSE DEVELOPMENT LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the "Company"), as lessee;

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the "Act") and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-__ (the "Ordinance") on January 6, 2026, authorizing the City to issue its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), [*Series 2026B/C/D*], in the maximum principal amount of $_____ (the "Bonds"), for the purpose of acquiring approximately ____ acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, the "Project Site") and constructing thereon approximately ____ square feet of commercial space that is currently expected to contain _____ (as more fully described on **Exhibit B**, the "Project Improvements" and, together with the Project Site, the "Project").

3. Pursuant to the Ordinance, the City is authorized to enter into (a) a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., as trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, (b) a Special Warranty Deed from the Company, as grantor, to the City, as grantee, for the purpose of transferring fee title to the Project Site to the City and (c) this Lease with the Company for the purpose of leasing the Project back to the Company for rent sufficient to pay the principal of and interest on the Bonds.

4. Pursuant to the foregoing, the City desires to lease the Project to the Company, and the Company desires to lease the Project from the City, for the rental payments and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, including **Section 5.2(e)**, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Date of Lease. The dating of this Lease as of January 1, 2026, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

Section 1.4. Incorporation.

(a) The Recitals hereof are all incorporated into this Lease as if fully and completely set out in this Section.

(b) The Exhibits to this Lease are hereby incorporated into and made a part of this Lease.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to acquire fee title to the Project Site, subject to Permitted Encumbrances, and to acquire, purchase, construct and improve or cause to be acquired, purchased, constructed and improved the Project Improvements on the Project Site. The City agrees to lease the Project to the Company and to sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(d) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of an Authorized Company Representative; provided, however, the City's execution of this Lease and the Indenture shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof; provided, subsequent to an Event of Default hereunder, the City may, but is not obligated to, operate the Project in such manner as the City determines.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, (i) conflict with or result in a breach of any of the terms, conditions or provisions of any mortgage, deed of trust, lease or any other restriction, agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or (ii) constitute a default under any of the foregoing, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or

assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) The estimated costs of the purchase, construction and improvement of the Project are in accordance with sound engineering and accounting principles.

(e) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rental payments and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on December 31 of the ninth calendar year following the calendar year in which the Abatement Initiation Date occurs.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof and the Indenture, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's ownership of the Project. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or

requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee shall (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4**. In that event, so long as the sole Owner of the Bonds is the lessee under this Lease, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in such requisition certificates.

Section 4.2. Purchase and Construction of the Project. The City and the Company agree that the Company, as the agent of the City, shall purchase, construct and improve the Project as follows:

(a) The City will acquire fee title to the Project Site at the execution hereof. Concurrently with the execution of this Lease, (1) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (2) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City and the Trustee.

(b) On behalf of the City, the Company will purchase, construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site substantially in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the any of the provisions of **Article VIII**.

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(d) The Company will cause the purchase, construction, installation and improvement of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5**.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of requisition certificates pursuant to **Section 4.4**. The Company may not

submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisition certificates for Project Costs incurred before the Completion Date within three months after the Completion Date. The maximum amount of Project Costs for which requisition certificates may be submitted is expressly limited to $_____.

Section 4.4. Payment for Project Costs.

(a) The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and to endorse the Bonds, if the Trustee is holding the Bonds, upon receipt by the Trustee of requisition certificates in substantially the form attached as **Exhibit C**, signed by an Authorized Company Representative and approved by an Authorized City Representative. The Company agrees that the information in each requisition certificate will be accurate in all respects when given and that the Company will notify the City and the Trustee in writing if the Company becomes aware of any material inaccuracies in a requisition certificate after the date on which it is given. Upon request by the City, the Company shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate.

(b) The Trustee may rely conclusively on each such requisition certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by an Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by an Authorized Company Representative stating (a) that the purchase, construction and improving of the Project have been substantially completed in accordance with the Plans and Specifications, (b) the date of substantial completion thereof, and (c) that all costs and expenses of the purchase, construction and improving of the Project (other than punch list items) have been incurred. Notwithstanding the foregoing, (i) such certificate shall state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being and (ii) such certificate shall be deemed given on December 31, 2029 if not actually filed with the City and the Trustee by December 31, 2029, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or other casualty, strike, lockout, civil disorder, war, terrorist threat or acts, restrictive government regulations, actions or orders (including work stoppages or quarantines), lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, pandemics, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Company provides written notice to the City and the Trustee, within 30 days after the Company has actual notice of the claimed event, specifying the Permitted Excuse. If the Trustee has not received notice of the Completion Date by December 1, 2029, the Company shall notify the Trustee whether the Company expects the Completion Date to occur by December 31, 2029. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2030.

Section 4.6. Surplus in Project Fund. On or promptly after the Completion Date, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed in writing by the Company solely (a) to the payment of principal

and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of City. The Project Site and the Project Improvements located thereon at the execution hereof that the Company desires to convey to the City, all work and materials related to the Project as such work progresses and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances, the Fee Deed of Trust and the Leasehold Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Construction Contracts. The Company may enter into one or more construction contracts to complete the Project. All construction contracts entered into by or on behalf of the Company shall state that the contractor has no recourse against the City or the Trustee in connection with the contractor's construction of the applicable portion of the Project.

Section 4.10. Sales and Use Tax Exemptions. The City will provide a project exemption certificate to the Company in connection with the Company's acquisition of eligible construction materials for the Project Improvements. The City agrees to assist the Company in implementing the sales and use tax exemptions from the State of Missouri pursuant to Section 144.062 of the Revised Statutes of Missouri.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the Company or a Financing Party is the sole holder of the Bonds, the Company, as lessee under this Lease, may set-off the then-current Basic Rent payment against the City's obligation to the Company, as bondholder, to pay principal of and

interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company, as lessee, is deemed to have paid its obligation to the City to pay Basic Rent under this Lease and the City is deemed to have paid its obligation to the Company, as bondholder, to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if any Person other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent.

(a) The Company covenants and agrees that during each year the Project is exempt from ad valorem real property taxes by reason of the City's ownership thereof, the Company will pay as Additional Rent the following PILOT Payments:

(1) In each year before the Abatement Initiation Date occurs, an amount equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Emergency Service Districts (as defined in subsection (e) below), but for the City's ownership thereof.

(2) In the year in which the Abatement Initiation Date occurs and in each of the four years thereafter (expected to be 2028 through 2032, inclusive), the sum of the following:

(A) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes (as defined in subsection (e) below); plus

(B) To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(3) In the next five years (expected to be 2033 through 2037, inclusive), the sum of the following:

(A) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes; plus

(B) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to 50% of the ad valorem real property taxes above the Base Taxes that would otherwise be due, but for the City's ownership of the Project; plus

(C) To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(4) In each year thereafter until this Lease is terminated, an amount equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Emergency Service Districts, but for the City's ownership thereof.

(5) Any other amounts required to satisfy the obligations to any applicable emergency service providers pursuant to Section 100.050 of the Act. As of the date hereof, the Ambulance District (as defined in subsection (e) below) and the Dispatch and Alarm (as defined in subsection (e) below) are the only emergency services providers (as referenced in the Act) that impose ad valorem tax levies within the boundaries of the Project. If in the future an emergency services provider (other than the Ambulance District and the Dispatch and Alarm) imposes an ad valorem tax levy within the boundaries of the Project, the Company shall make additional PILOT Payments as may be required to satisfy any obligations to such emergency services provider pursuant to the Act with respect to the Project. Any additional PILOT Payment paid pursuant to this **Section 5.2(a)(5)** shall be paid directly to the emergency services provider.

Upon the expiration or earlier termination of this Lease, and upon the payment of the amount due under **Article XI**, if any, the Company shall have no further obligation to pay the PILOT Payments.

(b) Except as otherwise provided in **Section 5.2(a)(5)**, each PILOT Payment required to be paid as Additional Rent shall be payable to the Collector (as defined in subsection (e) below). The Company covenants and agrees to make each PILOT Payment on or before December 31 of each year.

(1) Upon receipt from the Assessor (as defined in subsection (e) below), the City will forward to the Company the Assessor's most recent assessed valuation with respect to the Project, together with any supporting documentation provided by the Assessor to the City relating to such valuation.

(2) Upon receipt from the Collector, the City will forward to the Company any documentation from the Collector regarding the amount of PILOT Payments due hereunder based on the most recent assessed valuation and the then-current property tax levy of each affected taxing jurisdiction. The Company shall notify the Collector and the City if the Company has not received such notice by December 1.

(3) The Company's failure to receive notice under subsection (1) or (2) above does not relieve the Company of its obligation to make the applicable PILOT Payment by December 31 as provided herein.

(c) Within 30 days after receipt of each PILOT Payment pursuant to **Section 5.2(a)** above, the Collector shall, after deducting its customary fee for collection thereof and, if applicable, any other deductions generally provided by law as if the PILOT Payment were a "property tax collection," divide each PILOT Payment as follows:

(1) FIRST – The portion of the PILOT Payment due and owing to the Emergency Service Districts under **Section 5.2(a)(2)(B)** and **Section 5.2(a)(3)(C)** shall be paid to the Emergency Service Districts; and

(2) SECOND – The remainder of the PILOT Payment shall be distributed among all of the affected taxing jurisdictions, excluding the Emergency Service Districts, in proportion to such taxing jurisdictions' respective, then-current ad valorem tax levies.

(d) The Company shall also pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(1) all reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture or this Lease, including but not limited to (i) claims by contractors or subcontractors, as and when the same becomes due (ii) any disposition of this Lease pursuant to **Article XIII** and (iii) the review and execution of any Financing Documents;

(2) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date), including all fees, charges and expenses of the City and bond counsel, and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(3) all reasonable fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease or the Indenture by the City, the Trustee or the Owners, including counsel fees and expenses; and

(4) all other payments of whatever nature that the Company has agreed in writing to pay or assume under the provisions of this Lease or the Indenture.

(e) For purposes of this Section, the following words and terms as used herein shall have the following meanings:

"Ambulance District" means the St. Charles County Ambulance District.

"Assessor" means the Assessor of St. Charles County, Missouri.

"Base Taxes" means the amount of ad valorem real property taxes due to each taxing jurisdiction on the Project Site in 2025.

"Collector" means (a) the Collector of Revenue of St. Charles County, Missouri, or (b) if the Collector of Revenue of St. Charles County, Missouri, will not perform the responsibilities of the Collector hereunder, the Finance Director of the City or his or her designee.

"Dispatch and Alarm" means the St. Charles County Dispatch and Alarm.

"Emergency Service Districts" means the Ambulance District and the Dispatch and Alarm.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as described in **Section 5.1** and **Section 11.5**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal

organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Company to terminate this Lease and purchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Company's expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term, the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against

or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein), or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that, with respect to any special assessments or other governmental charges that are lawfully levied and assessed and that may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided the Company, (i) before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (v) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City or the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the PILOT Payments to be made by the Company under **Section 5.2** of this Lease to the extent of any ad valorem taxes imposed with respect to the Project and paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to this Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Concurrently with the execution of this Lease, the Company will provide, to the City and the Trustee, a commitment for title insurance or such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site.

Section 7.2. Casualty Insurance.

(a) Prior to commencement of construction of the Project Improvements, the Company shall at its sole cost and expense obtain a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction through the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. All such policies of insurance pursuant to this Section, and all renewals thereof, shall include an endorsement naming the City and the Trustee as insureds, as their respective interests may appear, and, to the extent such agreement is available from the insurer, shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the Company, the City, the Trustee and each other insured named therein. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be, subject to the rights of each Financing Party under the Financing Documents (if any), and unless otherwise provided by law, (i) paid over to the Trustee and applied as provided in **Article IX**, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

Section 7.3. Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), including an endorsement under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies and endorsements of said insurance shall, to the extent such agreement is available from the insurer, contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the Company, the City, the Trustee and each other insured named therein. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Company may make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (i) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto, and (ii) when commenced, be prosecuted to completion with due diligence. Any such additions, modifications and improvements shall be subject to ad valorem taxes, or if for any reason the Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due but for the City's interest therein, unless otherwise agreed to by the City.

(b) The Company shall, following the Completion Date, notify the City in writing of any improvements to the Project that in the aggregate are reasonably expected to exceed $1,000,000 during any calendar year. If such improvements constitute personal property, any such improvements shall remain the property of the Company, shall not become part of the Project, and shall be subject to ad valorem taxes.

Section 8.2. Additional Improvements on the Project Site. Subject to **Section 8.1(b)**, the Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included in the Project and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to,

alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due on such additional buildings and improvements (unless otherwise agreed to by the City) but for the City's interest therein.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. The City shall cooperate with the Company to obtain, amend or maintain any existing or future municipal or other governmental permit or authorization for the Project that requires the City's signature, certification or consent as the owner of any part of the Project, including executing any required applications, certifications or reports. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.4. Liens on the Project.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of any lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Company or anyone claiming by, through or under the Company upon credit. No lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof, except to the extent consented to by the City in accordance with Section 513.455.2 of the Revised Statutes of Missouri.

(b) Notwithstanding paragraph (a) above, and subject to the terms of the Fee Deed of Trust, the Company may contest any such lien if the Company (i) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall defend, save and hold harmless the City from any loss, cost or expense the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or the discharge

or removal of any such lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

(c) In accordance with Section 513.455 of the Revised Statutes of Missouri, the City hereby consents to the subjection of the Project and the Project Site to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements, together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as a "project" permitted by the Act.

If the Company elects to construct any such new buildings and improvements, then for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage to or loss of the Project shall be used, unless otherwise provided by law, to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than $5,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in an amount of $5,000,000 or more shall be (i) paid to the Trustee, deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be, except as otherwise provided by law, deposited in the Bond Fund, subject to the rights of the leasehold mortgagee (if any) and any other Financing Parties (if any). If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage and that they will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt written notice to the City, the Trustee and any other Financing Party of all fires and any other casualties occurring in, on, at or about the Project Site causing (in the Company's opinion) damage of more than $5,000,000.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project or any part thereof is not practicable or desirable, or if the Company does not have the right under any Financing Document to use any Net Proceeds for repair or restoration of the Project or any part thereof, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole Owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project or any part thereof is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being rebuilt, repaired, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rental payments payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of each Financing Party under the Financing Documents (if any) with respect to such Net Proceeds.

(i) Nothing herein shall be deemed to authorize the Company to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project Site in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify, in writing, the City, the Trustee, and each Financing Party under the Financing Documents (if any) as to the nature and extent of

such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, or if the Company does not have the right under any Financing Document to use any Net Proceeds of condemnation awards received by the Company, then any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of each Financing Party under the Financing Documents (if any). Alternatively, if the Company is the sole Owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of any condemnation award and retain such proceeds for its own account.

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rental payments payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and each Financing Party (if any).

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may, before the application thereof by the City or the Trustee, be applied as directed in writing by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under **Section 5.2**.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's (or their respective employees, consultants or agents') respective negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(a)(ii)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting a part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company that are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Company has paid all obligations due and owing under the Indenture (or such obligations have been canceled), and this Lease, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, installation or maintenance of the Project, or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Company's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that, at the written request of the Company, it will execute and deliver and will cause and direct the Trustee in writing to execute and deliver any instrument necessary or appropriate to approve, confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any similar agreement or other arrangement, upon receipt by the

City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance, and that the Company will defend, indemnify and save and hold harmless the City and the Trustee from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of any instrument, agreement or arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any similar agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (B) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage and the note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under any Financing Document or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under **Section 5.2** are paid.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Company to the City in writing that the Company has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply with respect to each such Financing Party and any Financing Party existing as of the date of the execution and delivery hereof:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of each such Financing Party;

(ii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice

of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each such Financing Party;

(iii) each such Financing Party shall have the same period of time that the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 days, and the City shall accept performance by any such Financing Party as timely performance by the Company;

(iv) the City may exercise any of its rights or remedies with respect to any Event of Default by the Company, subject to the rights of each such Financing Party under this **Section 10.4(d)** as to such Event of Default. Without limiting the generality of the foregoing, any such Financing Party may cause the sale of the leasehold interest of the Company to be sold at a foreclosure sale conducted in accordance with applicable law and the terms of its Financing Documents, accept assignment of this Lease in lieu of foreclosure and appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as any such Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that any such Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(vi) each such Financing Party (and its designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents;

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior notice to and the written consent of each such Financing Party; and

(viii) each such Financing Party may, on behalf of the Company and without the consent of the Company, but only having first caused the redemption of the Bonds, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Company agrees that the City and the Trustee will have no liability for taking direction from any Financing Party in connection with a conveyance of the Project back to the Company pursuant to **Article XI**.

(e) In connection with the execution of one or more Financing Documents, and upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or

refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's fee interest in the Project to any Fee Deed of Trust. Moreover, to facilitate the recordation of a Fee Deed of Trust, the City agrees to transfer its fee interest in the Project to the Company, if the Company re-conveys the Project back to the City immediately following the recordation of such documents via a special warranty deed in a form reasonably acceptable to counsel to the City. This Lease (or the Indenture or any related document) shall not merge into any such deed or otherwise be affected by any such transfer. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease, shall be subordinate to the Company's obligations under this Lease.

(g) All deeds of trust and other security agreements secured by the Project shall recognize that PILOT Payments due and owing under **Section 5.2** are to be given the same priority as real property taxes in the event of a foreclosure. To evidence such preference, all such deeds of trust or other security agreements must contain the following language (or similar language approved by the City Attorney):

> Subordination of [Mortgage] to PILOT Payments. Lender agrees that for so long as the [Property] is subject to abatement of ad valorem real property taxes pursuant to the Lease Agreement dated as of January 1, 2026 between the City of St. Charles, Missouri (the "City"), and Porterhouse Development LLC, the lien of the [Mortgage] shall be subject and inferior to the lien of the City thereto to the extent of any unpaid PILOT Payments (as defined in the aforementioned Lease Agreement). Lender agrees that any proceeds received by Lender as a result of a foreclosure or deed in lieu of foreclosure related to the [Property] shall first be applied to pay any due and owing PILOT Payments.

Before executing any deed of trust or other security agreement secured by the Project, the Company shall provide the City with a draft of such deed of trust or other security agreement for the sole purpose of ensuring that the language required by this **Section 10.4(g)** is included therein. Any deed of trust or other security agreement secured by the Project that does not contain the required language shall be invalid and unenforceable.

(h) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Company or any Financing Party not contemplated by this **Section 10.4**, subject to approval by ordinance of the City Council.

Section 10.5. Indemnification of City and Trustee. The Company shall defend, indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease (or any instrument requested by the Company pursuant to **Section 10.4**), the Indenture or any other document entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from

liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (A) the result of work being performed at the Project Site by employees of the City or (B) the result of the negligence or willful misconduct of the City or its officers, employees, agents or representatives, or (ii) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Company shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Company. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation and Other Tax Benefits. The City and the Company hereby acknowledge and agree that:

(a) this Lease is intended to be and shall be treated as a "financing lease" for federal income tax purposes;

(b) the Company shall be treated, solely for federal income tax purposes, as the owner of the Project and, as such, shall be entitled to claim all depreciation and amortization deductions and other tax benefits attributable to the ownership of the Project;

(c) each party shall report and file all federal income tax returns consistent with the intended tax treatment; and

(d) the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, amortization deductions or other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person (a) expressly assumes in writing all the obligations of the Company contained in this Lease, and (i) has a long-term-debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories established by a nationally-recognized rating service or (ii) is controlled by, under common control with or controls the Company, or (b) is otherwise approved by the City Council. This Section does not limit the Company's transfer rights under **Section 13.1**.

Section 10.8. Security Interests. The City shall file all initial financing statements as may be required under the Uniform Commercial Code. The City and the Company hereby authorize the Trustee to file all appropriate continuation statements as may be required under the Uniform Commercial Code in

order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then-Outstanding, the Trustee, pursuant to the terms of the Indenture, shall file all continuation instruments the Owners deem necessary to be filed for so long as the Bonds are Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument, and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. The Trustee may conclusively rely upon any initial filing in filing any continuation statement or modification thereto pursuant to this Section.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

"Hazardous Substances" means all (i) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (ii) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Company to any federal, state, local or other agencies or authorities or which are received by the Company from any federal, state, local or other agencies or authorities with respect to the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Company. The Company will provide to the City, for review only, any environmental assessments ("Assessments") and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments ("Reports") concerning the Project; upon the completion of the City's review of the Assessments and Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Environmental

Notices") showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Company will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof in any material respect nor cause, suffer, allow or permit anyone else to do so except in compliance with all applicable Environmental Laws.

(f) The Company agrees to defend, indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials and employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project Site or respecting any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (ii) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project or any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Company's obligations under this **Section 10.9(f)** shall not apply (1) to the City to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project Site by employees of the City or the negligence or willful misconduct of the City or (2) to the Trustee to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. The City and the Trustee shall reasonably cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. The City and the Trustee shall reasonably cooperate with the Company in defending any such claims, demands, costs, liabilities, damages or expenses. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, provide a certificate of the Company confirming all real property taxes have been paid with respect to the Project and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its purchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date. The Company may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company if it exercises the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project; plus

(d) an amount of money equal to either:

(1) if the Company exercises its option to purchase the Project *before* the Collector notifies the Company of the PILOT Payment due under **Section 5.2** for the calendar year in which the Company purchases the Project, an amount equal to 100% of the ad valorem real property taxes that would otherwise have been due on the Project, but for the City's ownership thereof, for the preceding calendar year (the "Escrowed Amount"). Once the Collector notifies the Company of the amount due under **Section 5.2** for the calendar year in which the Company purchases the Project, the Collector will use the Escrowed Amount to pay the PILOT Payment and refund the remaining amount, if any, to the Company; or

(2) if the Company exercises its option to purchase the Project *after* receiving notification by the Collector of the PILOT Payment due under **Section 5.2** for the calendar

year in which the Company purchases the Project, an amount equal to such PILOT Payment; plus

(e) the sum of $10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) documents, including without limitation a special warranty deed as to the Project, in substantially the form attached as **Exhibit D**, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the expiration of the Lease Term and following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(e)**.

Section 11.5. Right to Set-Off. At its option, to be exercised at least five days before the date of closing of any purchase under this **Article XI**, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Company may set-off any payment obligation under **Section 11.1(a)** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Company has commenced such cure within said 60-day period, and (ii) the Company diligently prosecutes such cure to completion); or

(c) the Company: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the United States Bankruptcy Code, as now or in the future amended, or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or any contest is finally adjudicated or any stay is vacated or set aside.

Section 12.2. Remedies on Default.

(a) If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(i) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(ii) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may convey the Project to the Company and bring an action against the Company for the purchase price of the Project under **Section 11.1** or re-enter and take possession of the Project; provided, however, if the Company has paid all obligations due and owing under the Indenture and this Lease, the City shall convey the Project in accordance with **Section 11.2**. The Company's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

(b) If the City defaults on any of its obligations under this Lease, the Company's sole remedy for such default shall be to sue for specific performance of this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V**, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Company's exercise of the purchase option contained in **Article XI**, the Company's obligations under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default and the continuance of such failure on the Company's part for 60 days after written notice of such failure is given to the Company by the City or the Trustee, the City, or the Trustee in the City's name, may (but shall not be obligated so to do), without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of an Event of Default arising due to the failure to pay Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to purchase the Project as provided in **Article XI** shall not be terminated upon an Event of Default, unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(a)(ii)**. The parties agree that no provision of this Lease shall be construed to allow the City to require the Company to acquire, construct or install the Project.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the City under this Article, upon written notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

Section 12.8. Interest on Late Payments. Any amounts due hereunder that are not paid when due shall bear interest at the greater of the maximum allowable interest rate or the interest rate of 18% per annum from the date such payment was first due.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may sublease, assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act.

(b) With respect to any assignment, the Company shall comply with the following conditions:

(i) the Company shall notify the City and the Trustee of the assignment in writing;

(ii) such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(iii) such assignment shall include the entire then unexpired term of this Lease; and

(iv) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any other document related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Company may, in its ordinary course of business, sublease all or portions of the Project to tenants without the prior consent of the City so long as the Company remains obligated to perform all of its obligations under this Lease.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest and premium, if any, on the Bonds, and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(a)(ii)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated, except for terminations of this Lease expressly authorized herein, without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the prior written consent of all of the Owners and each Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, or (b) transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, in each case addressed as follows:

(i) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@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

(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:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

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

Payee and Address	Description	Amount

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

"GRANTEE"

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

STATE OF MISSOURI)
) SS.
_____ COUNTY)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared **CASEY URKEVICH**, to me personally known, who, being by me duly sworn, did say that he is a Manager of **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

_____
Name:_____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT E

FORM OF AFFIDAVIT OF COMPANY

STATE OF MISSOURI)
) SS
_____ COUNTY)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a member of Porterhouse Development LLC, a Missouri limited liability company (the "Company"), and am authorized by the Company to attest to the matters set forth herein.

The Company has no employees and is not expected to have any employees in the future. All employment matters related to projects undertaken by the Company in the City of St. Charles, Missouri, will be administered by its affiliate, Clearpath Development, LLC (*"Clearpath"*). I hereby affirm Clearpath's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri.

Clearpath does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri.

Further Affiant Sayeth Not.

PORTERHOUSE DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My commission expires on: _____

EXHIBIT E

BOND PURCHASE AGREEMENTS

[On file in the office of the City Clerk]

$55,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(BOULDERS AT SOUTHPOINTE PROJECT)
SERIES 2026A

Dated as of January 1, 2026

BOND PURCHASE AGREEMENT

Honorable Mayor and City Council
City of St. Charles, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Porterhouse Development LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of St. Charles, Missouri (the "City"), the above-referenced bonds (the "Bonds"), to be issued by the City under and pursuant to Ordinance No. 26-__ passed by the City Council on January 6, 2026 (the "Ordinance") and a Trust Indenture dated as of January 1, 2026 (the "Indenture") by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, the City Charter and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Lease Agreement dated as of January 1, 2026 (the "Lease") by and between the City and the Purchaser, the Development and Performance Agreement dated as of January 1, 2026 (the "Performance Agreement") by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of purchasing, constructing and improving the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City's knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations

represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture, the Performance Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Bond Purchase Agreement on behalf of the Purchaser is duly authorized to execute this Bond Purchase Agreement.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed $55,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean January __, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs paid by the Purchaser from its own funds on or before the Closing Date and, at the Purchaser's option, the costs of

issuance of the Bonds if such costs are not paid from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall mature, accrue interest and be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of $55,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Lease, the Performance Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby or hereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Lease or the Performance Agreement, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(c) To the Purchaser:

Porterhouse Development LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Casey Urkevich
E-mail: curkevich@aegfunds.com

with a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: stephen@schotthamilton.com

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser, in whole as to all of the Bonds, to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Lease and the Performance Agreement, or if such assignment is in part as to the Bonds, the obligations of the Purchaser contained in the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned and the Bonds may be pledged, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 9. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

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Very truly yours,

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

DATE OF EXECUTION: _____ ___, 2026.

Accepted and Agreed to this _____ day of _____, 2026.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

$_____
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(BOULDERS AT SOUTHPOINTE PROJECT)
[*SERIES 2026B/C/D*]

Dated as of January 1, 2026

BOND PURCHASE AGREEMENT

Honorable Mayor and City Council
City of St. Charles, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Porterhouse Development LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of St. Charles, Missouri (the "City"), the above-referenced bonds (the "Bonds"), to be issued by the City under and pursuant to Ordinance No. 26-__ passed by the City Council on January 6, 2026 (the "Ordinance") and a Trust Indenture dated as of January 1, 2026 (the "Indenture") by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, the City Charter and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Lease Agreement dated as of January 1, 2026 (the "Lease") by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of purchasing, constructing and improving the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City's knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Bond Purchase Agreement on behalf of the Purchaser is duly authorized to execute this Bond Purchase Agreement.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed $_____ plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean January __, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs paid by the Purchaser from its own funds on or before the Closing Date and, at the Purchaser's option, the costs of issuance of the Bonds if such costs are not paid from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall mature, accrue interest and be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of $_____; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Lease, this Bond Purchase Agreement and any other instrument contemplated thereby or hereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Lease, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(c) To the Purchaser:

Porterhouse Development LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Casey Urkevich
E-mail: curkevich@aegfunds.com

with a copy to:

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131
Attn: Stephen M. Schott, Esq.
E-mail: stephen@schotthamilton.com

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser, in whole as to all of the Bonds, to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Lease, or if such assignment is in part as to the Bonds, the obligations of the Purchaser contained in the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned and the Bonds may be pledged, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 9. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

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Very truly yours,

PORTERHOUSE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Casey Urkevich
Title: Manager

DATE OF EXECUTION: _____ ___, 2026.

Accepted and Agreed to this _____ day of _____, 2026.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

EXHIBIT F

DEVELOPMENT AND PERFORMANCE AGREEMENT

[On file in the office of the City Clerk]

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT, dated as of January 1, 2026, as from time to time amended and supplemented in accordance with the provisions hereof (this "Agreement"), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), and **PORTERHOUSE DEVELOPMENT LLC**, a Missouri limited liability company (the "Developer").

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the "Act") and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-__ (the "Ordinance") on January 6, 2026, approving a Plan for an Industrial Development Project relating to the acquisition of approximately 8.77 acres of real property generally located at 350 Hemsath Road in the City (as legally described on **Exhibit A**, the "Project Site") and the construction of a seven-building multifamily residential complex thereon consisting of approximately 213 apartments (as more fully described on **Exhibit B**, the "Project Improvements").

3. Pursuant to the Act and the Ordinance, the City is authorized to (1) issue its Taxable Industrial Revenue Bonds (Boulders at Southpointe Project), Series 2026A, in the maximum principal amount of $55,000,000 (the "Bonds"), for the purpose of acquiring the Project Site and constructing the Project Improvements (together, as they may at any time exist, the "Project") and (2) enter into a Lease Agreement dated as of January 1, 2026 (the "Lease") with the Developer, pursuant to which the City, as lessor, will, or will cause the Developer to, acquire, construct and install the Project and will lease the Project to the Developer, as lessee, for rent sufficient to pay the principal of and interest on the Bonds.

4. In connection with the issuance of the Bonds and the Lease, the City has agreed to cooperate with the Developer and the contractors for the Project Improvements in acquiring the benefits of sales and use tax exemption for purchases of materials used to construct the Project Improvements.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Developer, in consideration of the Developer's desire to cause the acquisition, construction and improvement of the Project, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined elsewhere herein, the following words and terms as used herein shall have the following meanings:

"Abatement Initiation Date" means January 1 of the year immediately following the year in which the first building of the Project is completed.

"Affiliate" means any entity that controls, is controlled by or under common control with another company or entity.

"Ambulance District" means the St. Charles County Ambulance District.

"Assessor" means the Assessor of St. Charles County, Missouri.

"Base Taxes" means the amount of ad valorem real property taxes due to each taxing jurisdiction on the Project Site in 2025.

"Collector" means (a) the Collector of Revenue of St. Charles County, Missouri, or (b) if the Collector of Revenue of St. Charles County, Missouri, will not perform the responsibilities of the Collector hereunder, the Finance Director of the City or his or her designee.

"Commercial Projects" means, collectively, (a) the construction of approximately 5,200 square feet of commercial space that is currently expected to contain a convenience store on approximately 1.47 acres of real property generally located at 350 Hemsath Road in the City, (b) the construction of approximately 2,161 square feet of commercial space that is currently expected to contain a fast-food restaurant on approximately 1.06 acres of real property generally located at 350 Hemsath Road in the City, and (c) the construction of approximately 2,306 square feet of commercial space that is currently expected to contain a coffee shop on approximately 0.77 acres of real property generally located at 350 Hemsath Road in the City.

"Contractual Payments" means the payments due to the City under **Section 4.1.**

"Dispatch and Alarm" means the St. Charles County Dispatch and Alarm.

"Emergency Service Districts" means the Ambulance District and the Dispatch and Alarm.

"Event of Default" means any Event of Default as provided in **Section 7.1**.

"Indenture" means the Trust Indenture dated as of January 1, 2026, between the City and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof.

"PILOT Payments" means the payments in lieu of taxes provided for in **Article III**.

"Project Costs" means all costs of purchasing, constructing and installing the Project.

"Related Entity" means (a) an Affiliate of the Developer, (b) a lender, investor in, or operator of the Project, (c) an Affiliate of any entity described in subsection (b) hereof.

"Trustee" means UMB Bank, N.A.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City intends to issue the Bonds (to be purchased by the Developer) under the Act for the purpose of paying a portion of the Project Costs. Simultaneously with the issuance of the Bonds, the City will acquire fee title to the Project Site.

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes on real property. The Bond transaction and the Bond documents are intended to facilitate 10 years of real property tax abatement, beginning in the year in which the Abatement Initiation Date occurs.

Section 3.2. Payments in Lieu of Taxes.

(a) The Developer covenants and agrees that during each year the Project is exempt from ad valorem real property taxes by reason of the City's ownership thereof, the Developer will make PILOT Payments in such amounts and at such times as set forth in this **Article III**.

(b) The parties expect the Assessor to annually determine an assessed valuation with respect to the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri as if title to the Project were in the name of the Developer and not the City. To facilitate the assessment, the Developer agrees to provide to the Assessor such information as the Assessor may reasonably require to complete the assessment of the Project. Upon receipt from the Assessor, the City will forward to the Developer the Assessor's most recent assessed valuation with respect to the Project, together with any supporting documentation provided by the Assessor to the City relating to such valuation.

(c) Upon receipt from the Collector, the City will forward to the Developer any documentation from the Collector regarding the amount of PILOT Payments due hereunder based on the most recent assessed valuation and the then-current property tax levy of each affected taxing jurisdiction. The Developer shall notify the Collector and the City if the Developer has not received such notice by December 1. Except as otherwise provided in **Section 3.2(d)**, the PILOT Payments shall be calculated as follows:

(1) In each year before the Abatement Initiation Date occurs, an amount equal to 100% of the real property taxes that would otherwise be due to all of the affected taxing jurisdictions, including the Emergency Service Districts, but for the City's ownership thereof.

(2) In the year in which the Abatement Initiation Date occurs and in each of the four years thereafter (expected to be 2028 through 2032, inclusive), the sum of the following:

(A) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes; plus

(B) To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(3) In the next five years (expected to be 2033 through 2037, inclusive), the sum of the following:

(A) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to the Base Taxes; plus

(B) To all affected taxing jurisdictions, except the Emergency Service Districts, an amount equal to 50% of the ad valorem real property taxes above the Base Taxes that would otherwise be due, but for the City's ownership of the Project; plus

(C) To the Emergency Service Districts, an amount equal to 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(d) The parties acknowledge that, as of the date hereof, the Ambulance District and the Dispatch and Alarm are the only emergency services providers (as referenced in the Act) that impose ad valorem tax levies within the boundaries of the Project. If in the future an emergency services provider (other than the Ambulance District and the Dispatch and Alarm) imposes an ad valorem tax levy within the boundaries of the Project, the Developer shall make additional PILOT Payments as may be required to satisfy any obligations to such emergency services provider pursuant to the Act with respect to the Project. Any additional PILOT Payment paid pursuant to this **Section 3.2(d)** shall be paid directly to the emergency services provider.

(e) Except as otherwise provided in **Section 3.2(d)**, each PILOT Payment shall be payable to the Collector. The Developer covenants and agrees to make each PILOT Payment on or before December 31 of each year. The Developer's failure to receive notice under (c) or (d) of this Section does not relieve the Developer of its obligation to make the applicable PILOT Payment by December 31 as provided herein.

(f) Within 30 days after receipt of each PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof and, if applicable, any other deductions generally provided by law as if the PILOT Payment were a "property tax collection," divide each PILOT Payment as follows:

(1) FIRST – The portion of the PILOT Payment due and owing to the Emergency Service Districts under **Section 3.2(c)(2)(B)** and **Section 3.2(c)(3)(C)** shall be paid to the Emergency Service Districts; and

(2) SECOND – The remainder of the PILOT Payment shall be distributed among all of the affected taxing jurisdictions, excluding the Emergency Service Districts, in proportion to such taxing jurisdictions' respective, then-current ad valorem tax levies.

(g) The Developer is obligated to purchase the Project pursuant to **Section 11.4** of the Lease by December 31 of the ninth year following the year in which the Abatement Initiation Date occurs. (By way of example, if the Abatement Initiation Date is January 1, 2028, then the Developer must purchase the

Project by December 31, 2037.) If title to the Project has not been transferred by the City to the Developer before January 1 of the following year, then on or before December 31 of such year, and each year thereafter until title to the Project is transferred to the Developer, the Developer shall pay to the Collector a PILOT Payment equal to 100% of the ad valorem real property taxes that would otherwise be due on the Project, but for the City's ownership thereof, plus any prior year's PILOT Payment then-remaining unpaid. The Collector shall distribute each such PILOT Payment among the affected taxing jurisdictions, including the Emergency Service Districts, in proportion to their respective, then-current ad valorem tax levies.

(h) If this Agreement is terminated due to any Event of Default under **Section 7.1**, the Developer shall make a PILOT Payment to the Collector (to be distributed among the affected taxing jurisdictions, including the Emergency Service Districts, in proportion to such taxing jurisdictions' respective, then-current ad valorem tax levies) for the calendar year in which this Agreement is terminated equal to 100% of the ad valorem real property taxes that would otherwise be due on the Project for such year, but for the City's ownership thereof.

Section 3.3. Obligation to Effect Tax Abatement. The City shall, at the Developer's request and at the Developer's expense, take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein, and the City shall not be required to file litigation to effect the exemption. Notwithstanding the foregoing, the City shall instigate litigation to effect the exemption if it is agreed by the Developer that such litigation will be of no cost to the City and that the Developer will pay all costs associated with such litigation on behalf of the City. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem real property taxes on the Project. If such a levy or assessment should occur, the City shall, at the Developer's request and at the Developer's expense, cooperate with the Developer in all reasonable ways to prevent and/or remove any levy or assessment against the Project. Nothing herein shall prevent the Developer from paying any such levy or assessment under protest

Section 3.4. Other Property Taxes in Connection with the Project; Credits. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem real property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Developer's rights in the Lease), the amount of ad valorem real property tax payments related to such levy or levies that are paid by the Developer and received by the Collector shall be credited against and reduce the amount of the PILOT Payments the Developer is obligated to pay pursuant to this Agreement. The Developer shall be responsible for any taxes related to any interest in the Project that the Developer owns in its own name or is granted to the Developer other than pursuant to the Lease. Notwithstanding **Section 5.6**, there shall be no reduction in PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Developer's acquisition of construction materials for real property improvements or equipment at the Project Site.

Section 3.5. PILOT Payment if Developer Purchases the Project.

(a) If the Developer exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease before the Collector notifies the Developer of the PILOT Payment due under this Agreement, the Developer shall make a PILOT Payment to the Collector equal to 100% of the ad valorem real property taxes that would otherwise have been due on the Project, but for the City's ownership thereof, for the preceding calendar year (the "Escrowed Amount"). Once the Collector notifies the Developer of the amount due under **Section 3.2** for the calendar year in which the Developer purchases the Project, the

Collector will use the Escrowed Amount to pay the PILOT Payment (to be distributed as provided in **Section 3.2(f)**) and refund the remaining amount, if any, to the Developer.

(b) If the Developer exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease after receiving notification of the PILOT Payment due under this Agreement for the calendar year in which the Developer purchases the Project, the Developer shall pay that amount to the Collector (to be distributed as provided in **Section 3.2(f)**) at or prior to closing on the purchase of the Project.

Section 3.6. No Abatement on Special Assessments, Licenses or Fees. The City and the Developer hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Developer hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if the Project was not owned by the City. Notwithstanding the foregoing, nothing herein shall waive the Developer's right to any notice required under law or limit the ability of the Developer from protesting such special assessments, licenses or fees.

Section 3.7. Developer's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Developer the right to appeal, protest or otherwise contest in the name of the City and/or the Developer, as appropriate, any property tax valuation, assessment or classification of the Project.

Section 3.8. Personal Property. The Developer may acquire personal property on its own accord. Such personal property shall not be subject to the terms of this Agreement and shall be subject to ad valorem taxes.

ARTICLE IV

OTHER COMMUNITY BENEFITS

Section 4.1. Contractual Payments. If the amount of sales tax that the City receives from the Commercial Projects and the Project Site for each year, beginning in the year in which the Abatement Initiation Date occurs, is less than the City's aggregate sales tax rate multiplied by the following benchmarks, the Developer shall pay to the City a Contractual Payment equal to the difference between (1) the amount of sales tax generated by the Commercial Projects and the Project Site and actually received by the City and (2) the amount of sales tax that the City would have received if the following benchmarks had been attained:

Year 1	Year 2	Year 3	Year 4	Year 5
$3,200,000	$4,464,000	$5,593,280	$5,705,146	$5,819,249

Year 6	Year 7	Year 8	Year 9	Year 10
$5,935,633	$6,054,346	$6,175,433	$6,298,942	$6,424,921

Any Contractual Payment described above will be due within 30 days after the City sends the Developer written notice of the amount due. By way of example, if the City's sales tax rate is 2.0%, then the City would receive $64,000 in Year 1 (projected to be 2028) if the sales at the Commercial Projects and the Project Site are $3,200,000. If the amount of sales subject to sales tax at the Commercial Projects and the Project Site in 2028 are $3,000,000 (producing $60,000 in sales tax for the City based on a sales tax rate of 2.0%), the Developer would owe the City a Contractual Payment of $4,000. Contractual Payments are not

PILOT Payments, and thus, they do not have to be disbursed to the taxing jurisdictions as described in **Section 3.2(f)**.

Section 4.2. Construction of Signage. No later than the Abatement Initiation Date, the Developer shall pay to the City $100,000 for the purpose of constructing an electronic "Entrance to St. Charles" sign. The City shall cause the sign to be constructed on the western portion of the Developer's approximately 0.84-acre parcel adjacent to the Project Site. In accordance with the provisions of the Sign Easement Agreement between the Developer and the City, the Developer shall grant an easement to the City to allow for the construction and maintenance of the sign. No portion of the amount paid to the City under this Section shall be refunded to the Developer and no additional funds shall be paid to the City under this Section, regardless of the actual costs of the signage.

Section 4.3. Community Improvements. The Developer shall construct road improvements adjacent to the Project Site to enhance the flow of traffic and eliminate sightline concerns along Arena Parkway (the "Road Improvements"). The Road Improvements include (1) removing the existing intersection of South Hemsath Road and Arena Parkway, and replacing it with a right-turn-only entrance into the Project Site, and (2) constructing a fully signalized intersection between North Hemsath Road and Arena Parkway. Additionally, the Developer shall install oversized stormwater piping to accommodate offsite flows and improve drainage in the area surrounding the Project Site (the "Stormwater Improvements"). All Road Improvements and Stormwater Improvements constructed pursuant to this Section related to the Project are subject to the normal approval processes and procedures of the City.

Section 4.4. Public Participation

(a) *Reasonable Rate of Return.* The purpose of affording public assistance to the Project is to accomplish the stated public purposes and not to subsidize an otherwise economically-viable development project. While the City Council has determined that the Project would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Project to the Developer is based upon projections that may or may not be fulfilled. To ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for the Developer with respect to the Project, the parties agree that a reasonable level of return for the Project is an unleveraged internal rate of return of 8.00% (the "*Maximum Rate of Return*").

(b) *Rate of Return Calculation.* Upon the sale of substantially all of the Project to any entity other than a Related Entity before December 31, 2037, the Developer shall provide an unleveraged internal rate of return calculation (prepared using the IRR function in Microsoft Excel in accordance with industry standards) (the "*Unleveraged Rate of Return*"). For clarity, the City acknowledges that the Unleveraged Rate of Return shall be computed solely from Developer-certified project costs and pre-debt-service cash flows and shall not be subject to discretionary alteration by the City, subject to the results of an audit as described in **Section 4.4(c)** below. If the Unleveraged Rate of Return exceeds the Maximum Rate of Return, then the City and the Developer will equally divide the portion of sale proceeds that would cause the Unleveraged Rate of Return to exceed the Maximum Rate of Return; provided, the amount distributed to the City shall not exceed the total value of the tax abatement received by the Developer for the Project under this Agreement. Subject to appropriation by the City Council, the City will divide its share of any revenues received pursuant to this paragraph in the same manner as PILOT Payments are distributed. If the sale of substantially all of the Project occurs on or after December 31, 2037, no public participation shall be due and no payments from the sale shall be owed by the Developer to the City.

The Developer's calculation of the Unleveraged Rate of Return shall include the Developer's signed certification regarding the accuracy of the calculation. If the City elects, pursuant to subparagraph

(c) of this Section, to audit the Developer's submission, the Developer will provide, in a timely manner, detailed financial and other information required for the selected firm or consultant to complete the audit.

(c) *Audits.* The City may, within 30 days after the Developer's submission of the Unleveraged Rate of Return calculation, request an audit of the calculation by an independent firm or consultant selected by the City in its sole discretion. The Developer shall pay one-half of the costs of such firm or consultant. The firm or consultant shall inform the City and the Developer of any discrepancy identified by the audit in writing and provide a detailed explanation of the discrepancy. If the Developer does not provide a written objection to the audit findings within 30 days, then the audit findings shall be deemed final and the results of the audit shall be used in calculating or correcting the Unleveraged Rate of Return and any payments owed to the City. If the Developer provides a written objection to the audit findings within 30 days, the Developer may request a new audit by a mutually-agreeable independent firm or consultant, one-half of the costs of which shall be paid by the Developer and one-half of the costs of which shall be paid by the City. Absent manifest error, the findings of the additional audit shall be deemed final and shall be relied upon in calculating or correcting the Unleveraged Rate of Return and any payments owed to the City.

ARTICLE V

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 5.1. Representations and Warranties.

(a) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, threatened or affecting the City that would impair its ability to enter into or perform its duties and obligations under this Agreement.

(b) The Developer represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) The Developer has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(3) The execution, delivery and performance by the Developer of this Agreement have been duly authorized by all necessary action and do not violate the articles of organization or the operating agreement of the Developer, as the same may be amended and supplemented, or to the

best of the Developer's knowledge, any applicable provision of law, nor do they constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound.

(4) To the best of the Developer's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, threatened or affecting the Developer that would impair its ability to enter into or perform its duties and obligations under this Agreement.

(5) The Developer has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to purchase, construct, equip, complete and operate the Project.

(6) To the best of the Developer's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Developer to contest the same.

(7) The Project will be acquired, constructed and operated by the Developer in a manner that is consistent with the description of the Project herein and in the Lease.

Section 5.2. Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained herein shall survive termination of this Agreement for any reason.

Section 5.3.Indemnification of City. The Developer shall indemnify and defend the City to ensure that the City is held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the City's ownership of the Project, from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** or **Section 10.9** of the Lease to the extent and subject to the limitations provided therein. Notwithstanding the foregoing, the indemnification contained in this Section shall not extend to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the City or its officers, employees, contractors and agents.

Section 5.4. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

Section 5.5. Costs of Issuance of the Bonds; Payment to City. The Developer agrees to pay or provide for the payment of, on the issuance date of the Bonds, all costs of issuance incurred in connection therewith. The Developer further agrees to pay all legal fees and bond counsel fees incurred by the City in connection with the transfer of fee title to the Project Site to the City. If this Agreement is terminated before the payment in full of the Bonds or the expiration of the Lease term or the rights and interests of the Developer under this Agreement are assigned pursuant to **Article V**, the Developer agrees to pay any costs of the City in connection therewith, including the City's legal fees and bond counsel fees.

Section 5.6. Sales and Use Tax Exemptions. The City will provide a project exemption certificate to the Developer in connection with the Developer's acquisition of construction materials for the

Project Improvements. The City agrees to assist the Developer in implementing the sales and use tax exemptions from the State of Missouri pursuant to Section 144.062 of the Revised Statutes of Missouri.

ARTICLE VI

SALE AND ASSIGNMENT

Section 6.1. Sale and Assignment. The benefits granted by the City to the Developer pursuant to this Agreement shall belong solely to the Developer, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in the Lease.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Developer fails to make any PILOT Payment required to be paid hereunder within 20 days after written notice and demand by the City to the Developer;

(b) the Developer fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City and the Developer may agree in writing) after the City has given written notice to the Developer specifying such failure and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the Developer fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(c) any representation of the Developer contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Developer may agree in writing) after the City has given written notice to the Developer specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the Developer fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently.

Section 7.2. Remedies on Default. Any Event of Default referred to in **Section 7.1** shall also constitute an Event of Default under the Lease, affording the City the remedies specified therein.

Section 7.3. Interest on Late Payments. Any amounts due hereunder that are not paid when due shall bear interest at the greater of the maximum allowable interest or the interest rate of 18% per annum from the date such payment was first due.

Section 7.4. Enforcement. In addition to the remedies specified in **Section 7.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdiction that would benefit from the PILOT Payments or Contractual Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In any judicial or non-judicial proceeding to enforce any right or remedy of the Trustee under the Indenture or the City hereunder, there shall be allowed and included in the judgment or decree all expenditures and expenses (including without limitation, attorneys' fees and costs

and the cost of obtaining title reports, title insurance, environmental reports, appraisal reports, insurance, past due taxes and assessments with respect to the Project) that may be paid or incurred in connection with the exercise by the Trustee or the City of such party's rights and remedies provided or referred to in this Agreement, the Indenture or the Lease, together with interest thereon at the statutory rate of interest, and the same shall be Additional Rent as defined in **Section 5.2** of the Lease.

ARTICLE VIII

TERM OF AGREEMENT

Section 8.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;

(b) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement; or

(c) the expiration or termination of the Lease.

Section 8.2. Payments in Last Year. The foregoing provisions of **Section 8.1** shall not relieve the Developer of its obligation to make any PILOT Payment owing during the year in which this Agreement terminates, to the extent the Developer receives the ad valorem tax exemption contemplated for that year.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Mutual Assistance. The City and the Developer agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 9.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 9.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby. If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Developer prior to such determination if the Developer has paid taxes in an amount at least equal to the PILOT Payments due under this Agreement.

Section 9.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 9.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 9.6. Waiver. The City and the Developer acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Developer shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Developer in any bankruptcy court.

Section 9.7. Entire Agreement. This Agreement, together with the Lease, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Developer with respect to the subject matter hereof. This Agreement shall not be modified except by written agreement signed on behalf of the City and the Developer by their duly authorized representatives.

Section 9.8. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.9. Employee Verification. The Developer will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the business entity receiving tax abatement. The Developer shall provide such affidavit, in substantially the form attached as **Exhibit C**, on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026.

Section 9.10. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[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 __, 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]

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement 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

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of January, 2026, before me 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**, 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

PORTERHOUSE DEVELOPMENT LLC

By: _____
Name: Casey Urkevich
Title: Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
_____ COUNTY)

On this _____ day of January, 2025, before me 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 he is authorized to sign the foregoing instrument on behalf of said company, and acknowledged that he executed said instrument as said company'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

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

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. 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**, 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

PORTERHOUSE DEVELOPMENT LLC

By: _____
Name: Casey Urkevich
Title: Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
_____ COUNTY)

On this _____ day of January, 2025, before me 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 he is authorized to sign the foregoing instrument on behalf of said company, and acknowledged that he executed said instrument as said company'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

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)
MEETING/DATE: 12/16/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14042

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: _____ Dept. Dir. _____ Finance Dir. _____ Dir. of Admin. _____

Bill No. 14042 Ordinance No. _____

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:

Evaluation Score	Annual Percentage Increase
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 Magdziarz, City Attorney Holly Magdziarz 12/11/2025 Date	Kimberly Hudson, City Clerk

Amended Exhibit A – Effective January __, 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
Assistant CDBG Administrator	**E**	**58**	**$62,557.79**	**$87,580.90**
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	~~67~~ 68	$113,747.10	$159,822.79
Assistant Director of CVB §	E	67	$110,897.44	$155,256.42
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 & **Promotions** ~~**Communications**~~ §	E	67	$110,897.44	$147,863.26
Assistant Director of Technology & Innovation §	E	67	$110,897.44	$155,256.42
Assistant Fire Marshal	**E**	**68**	**$113,747.10**	**$159,822.79**
Associate City Attorney	**E**	**70**	**$125,860.45**	**$176,204.61**
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	~~64~~ 67	$110,897.44	$155,256.42
Building Inspector	N	~~59~~ 60	$71,622.41	$100,271.39
Business Development Specialist	E	60	$71,622.41	$100,271.39
Business Services Associate	N	56	$56,741.77	$79,438.47

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**/Service Manager** §	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
Construction Building Inspector	**E**	**61**	**$76,635.99**	**$107,290.38**
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
Director of Communications & Marketing §	**E**	**72**	**$138,761.15**	**$194,265.61**
Director of Community Development §	E	73	$142,842.35	$199,979.28
Director of CVB §	E	72	$138,761.15	$194,265.61
Director of Economic Development §	E	71	$132,153.47	$185,014.85
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
Director of Public Safety §	**E**	**78**	**$182,307.07**	**$255,229.89**
Director of Public Works §	E	74	$152,984.16	$214,177.82
Director of Special Events & **Promotions** ~~Communications~~ §	E	71	$132,153.47	$185,014.85
Director of Technology & Innovation §	E	74	$152,984.16	$214,177.82
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	~~67~~ **69**	**$119,867.10**	**$167,813.94**
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
Foundry Special Events Specialist	N	55	$54,039.77	$75,655.68
Foundry Supervisor	E	59	$66,936.84	$93,711.56
GIS Coordinator	N	60	$71,622.41	$100,271.39

GIS Crime Specialist	E	61	$76,635.99	$107,290.38
GIS Manager §	E	63	$87,740.54	$122,836.75
Grant Writer	E	60	$71,622.41	$100,271.39
Graphic Designer	E	57	$59,578.84	$83,409.86
Group Sales Manager §	E	62	$82,000.50	$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	$92,041.76	$128,858.17
Lead Court Clerk	N	56	$56,741.77	$79,438.47
Lieutenant §	E	69	$119,867.10	$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	$71,622.41	$100,271.39
Planning Manager §	E	62	$82,000.50	$114,800.71
Planning Technician	N	55	$54,039.77	$75,655.68
Plans Examiner	N	60	$71,622.41	$100,271.39
Police Captain §	E	71	$132,153.47	$185,014.85
Police Chief §	E	77	$173,625.78	$243,076.09
Police Major §	E	73	$142,842.35	$199,979.28
Preservation Planner	E	60	$71,622.41	$100,271.39
Producer	E	59	$66,936.84	$93,711.56
Production Assistant	N	54	$50,036.82	$70,051.56
Project Manager	E	64	$92,041.76	$128,858.17
PSO - Prisoner Processing Supervisor	E	62	$82,000.50	$114,800.71
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	**6062**	**$82,000.50]**	**$114,800.71]**
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
Senior GIS Coordinator	**E**	**61**	**$76,635.99**	**$107,290.38**
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
Senior Shelter Technician	**N**	**58**	**$62,557.79**	**$87,580.90**
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
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

An employee classified as part-time will receive an increase every 2 years, provided they have worked 1000 hours in the 12 consecutive months preceding their anniversary date, unless otherwise approved by the Department Director, Director of Administration, and the Mayor to receive the budgeted increase early.
Where a full-time position equivalent to 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.

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.)

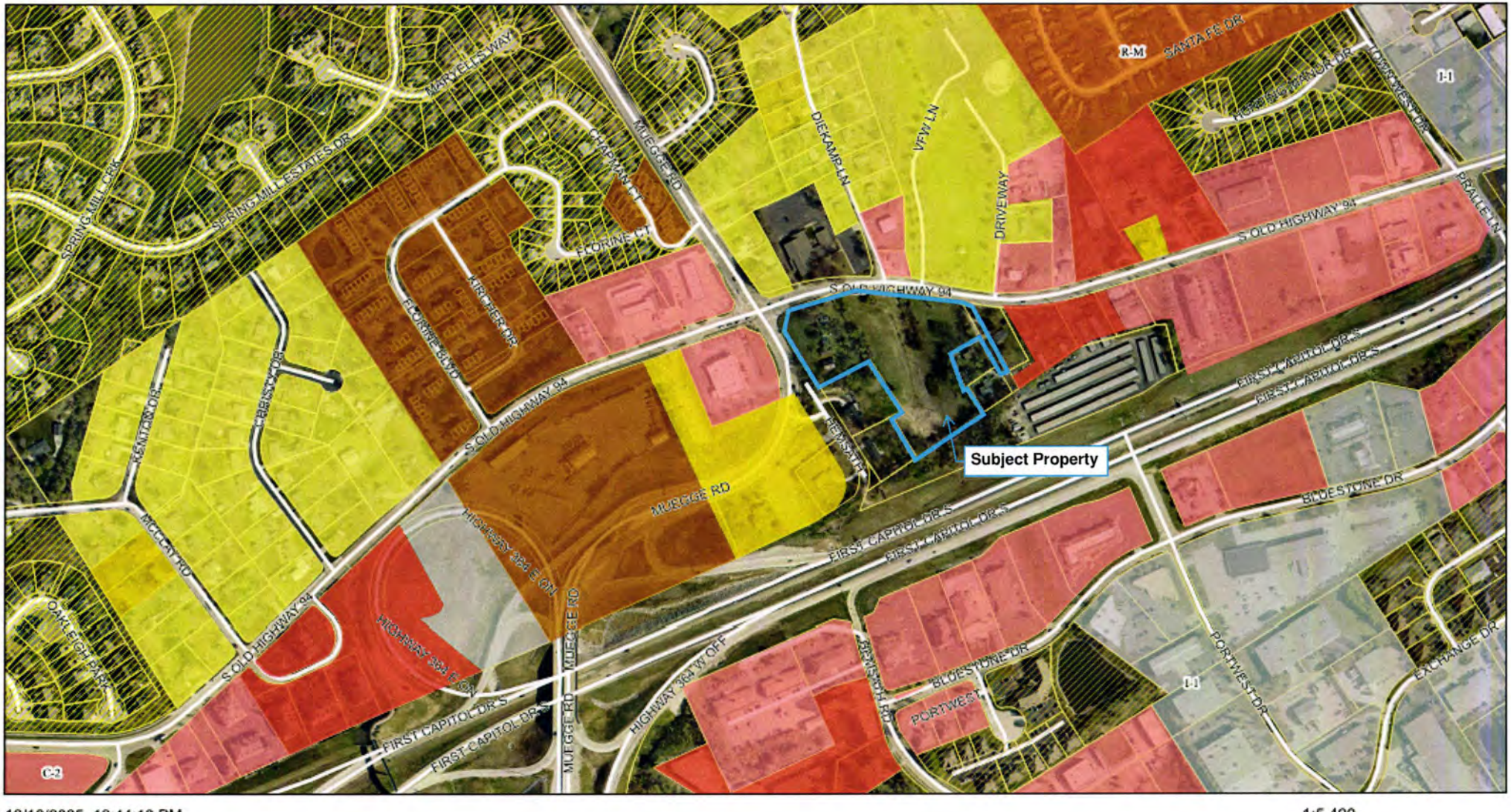
Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

ArcGIS Web Map



12/10/2025, 12:44:13 PM

1:5,490

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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
- R-M Manufactured/Modular Residential District
- C-2 General Business District
- C-3 Highway Business District
- I-1 Light Industrial District
- PD-C Planned Development Commercial
- PD-R Planned Development Residential
- Roadways
- County Parcels

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

Bill No. 14045 Ordinance No. _____

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 3250, 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 ROAD 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 POGANO 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

EXHIBIT A

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. Finance Dir. Dir. of Admin.

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:

Direction	Zoning	Use
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.

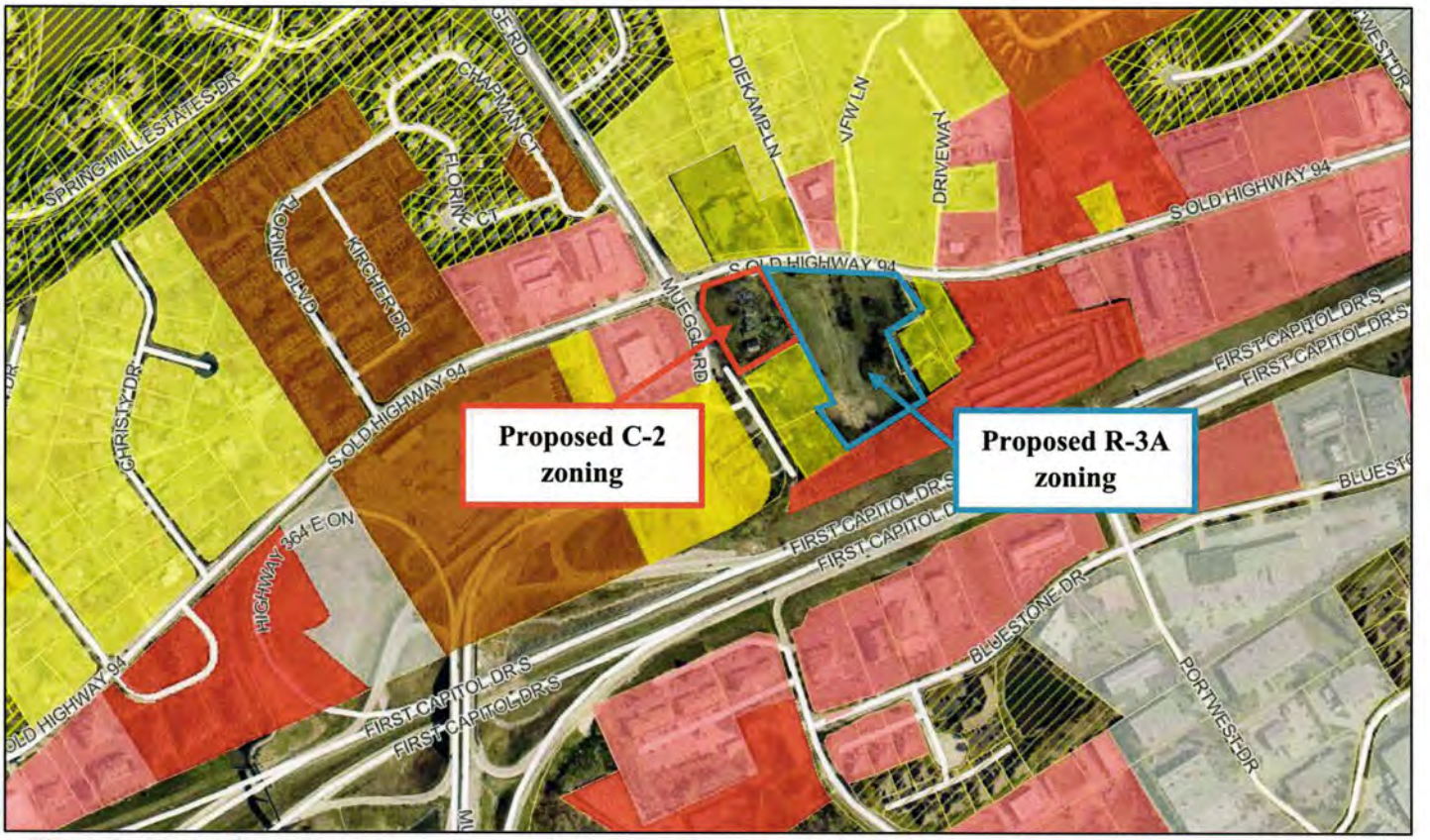


Figure 1: Area zoning map.

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 <u>not</u> 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.

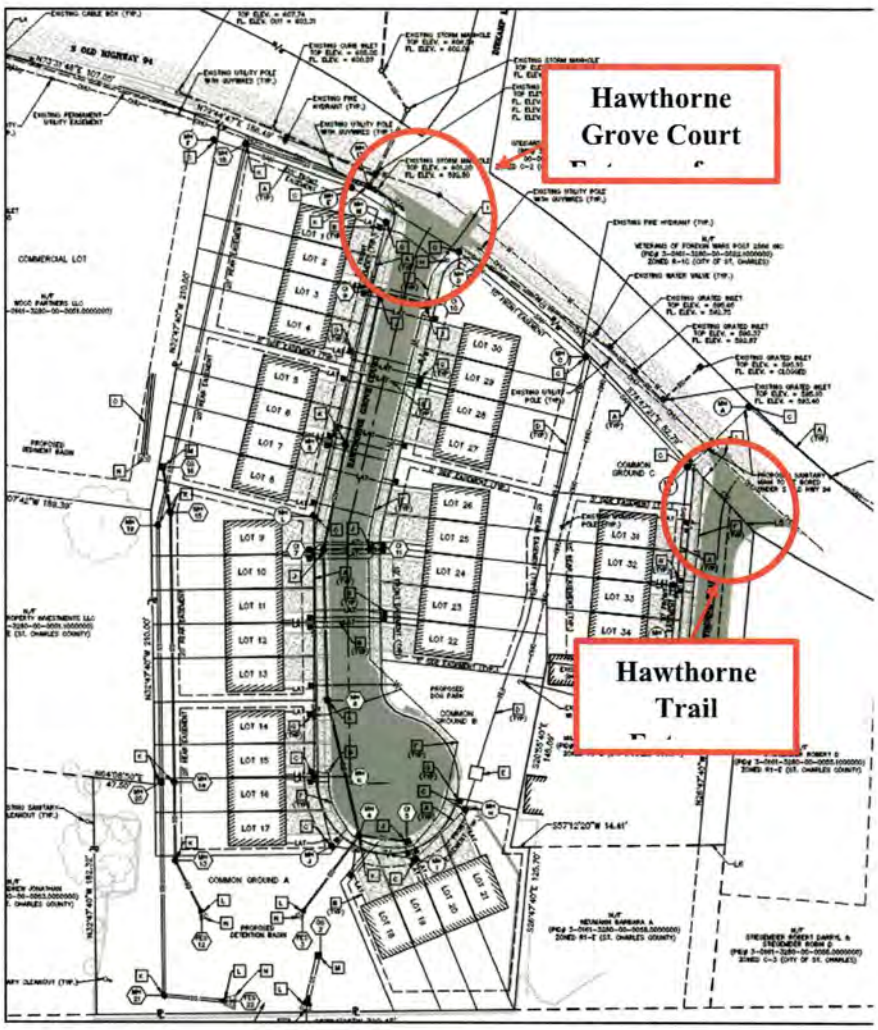


Figure 3: Proposed access points.

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).

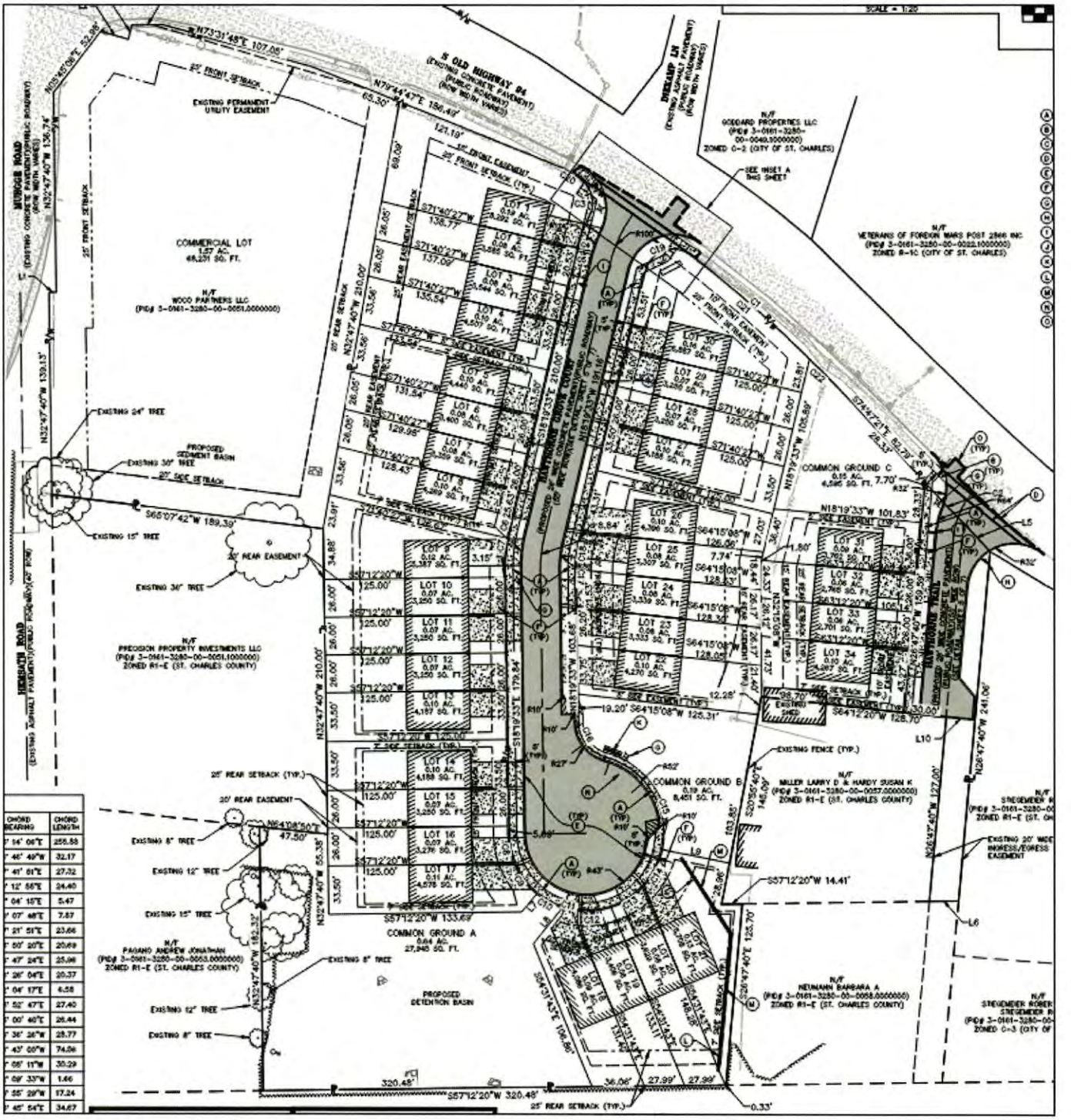
Recommended Motions:

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.*



CHORD BEARING	CHORD LENGTH
° 54' 06"E	256.58
° 46' 40"W	32.17
° 41' 01"E	27.32
° 12' 56"E	24.40
° 04' 15"E	5.47
° 07' 48"E	7.87
° 21' 51"E	23.66
° 50' 20"E	20.49
° 47' 24"E	25.06
° 26' 04"E	20.37
° 04' 17"E	6.58
° 52' 47"E	27.40
° 00' 40"E	26.44
° 36' 26"W	28.77
° 43' 00"W	74.26
° 05' 11"W	30.29
° 09' 33"W	1.46
° 55' 29"W	17.24
° 45' 54"E	34.67

Figure 4: Submitted Site Plan.

Figure 5: Aerial view of subject property.

PRELIMINARY PLAT

VICINITY MAP
NO SCALE

DRAWING LEGEND

RIGHT-OF-WAY	R/W	NEW MAJOR CONTOUR	XXX
PROPERTY LINE		NEW MINOR CONTOUR	
EXISTING MAJOR CONTOUR	XXX	NEW SETBACK LINE	
EXISTING MINOR CONTOUR		NEW EASEMENT LINE	
EXISTING EASEMENT		NEW FENCE	
EXISTING FENCE		NEW STORM SEWER PIPE	ES
EXISTING OVERHEAD UTILITIES	OHU	NEW WATER LINE	
EXISTING WATER LINE		NEW SANITARY MAIN	SAN
EXISTING STORM SEWER	SS	NEW SANITARY LATERAL	LAT
EXISTING SANITARY LINE	SAN		
EXISTING SANITARY MANHOLE		SANITARY MANHOLE	
EXISTING SANITARY/STORM CLEAN-OUT		STORM MANHOLE	
EXISTING CURB INLET		STORM INLET	
EXISTING GRATED INLET		FLARED END SECTION	
EXISTING STORM MANHOLE		GRATED INLET	
EXISTING FLARED END SECTION		GRATED INLET WITH SIDE INTAKE	
EXISTING SIGN		SIGN	
EXISTING WATER VALVE		WATER VALVE	
EXISTING FIRE HYDRANT		FIRE HYDRANT	
EXISTING WATER METER		WATER METER	
EXISTING UTILITY POLE		LIGHT	
EXISTING LIGHT		NEW BUILDING	
BENCHMARK		NEW STANDARD DUTY CONCRETE	
EXISTING TREE		NEW CONCRETE PAVEMENT/SIDEWALK	
EXISTING TREELINE			
EXISTING BUILDING			
EXISTING ASPHALT PAVEMENT			
EXISTING CONCRETE PAVEMENT			
EXISTING GRAVEL			

SITE LEGEND

- (A) NEW CONCRETE SIDEWALK. SEE DETAIL, SHEET 5 OF 7.
- (B) NEW CONCRETE SIDEWALK. PER CITY OF ST. CHARLES STANDARDS.
- (C) NEW ACCESSIBLE RAMP. SEE DETAIL, SHEET 5 OF 7.
- (D) NEW CROSSWALK. SEE DETAIL, SHEET 5 OF 7.
- (E) NEW CUL-DE-SAC.
- (F) NEW CONCRETE DRIVEWAY.
- (G) NEW STREET LIGHT. PER UTILITY PROVIDER.
- (H) NEW STOP AND STREET SIGN. SEE DETAIL, SHEET 5 OF 7.
- (I) NEW SPEED LIMIT SIGN. SEE DETAIL, SHEET 5 OF 7.
- (J) NEW MONUMENT SIGN. PER SEPARATE PERMIT.
- (K) NEW MAILBOX CLUSTER. SEE DETAIL, SHEET 5 OF 7.
- (L) NEW RETAINING WALL. SEE DETAIL, SHEET 5 OF 7.
- (M) NEW 4' TALL METAL FENCE. SEE DETAIL, SHEET 5 OF 7.
- (N) NEW PARKING AREA. SEE DETAIL, SHEET 6 OF 7.
- (O) CONTRACTOR TO SAW CUT EXISTING PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT.

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 6, OF BLOCK 9, OF STEEN AND CUNNINGHAM'S 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 C, DRAWER C-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 CUNNINGHAM'S 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; THENCE AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ANDREW JONATHAN PAGANO BY DOCUMENT 2022R-061688 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 33 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 SOUTH 57 DEGREES 12 MINUTES 15 SECONDS WEST 1.93 FEET FROM AN IRON ROD; THENCE ALONG SAID SOUTH LINE, NORTH 84 DEGREES 08 MINUTES 50 SECONDS EAST 42.30 FEET TO AN IRON ROD; THENCE NORTH 33 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 31 MINUTES 10 SECONDS WEST 0.34 FEET FROM AN IRON PIPE; THENCE SOUTH 85 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 30 SECONDS EAST 47.35 FEET FROM AN IRON PIPE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, NORTH 33 DEGREES 47 MINUTES 40 SECONDS WEST 139.13 FEET; NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 5.00 FEET; THENCE NORTH 33 DEGREES 47 MINUTES 40 SECONDS WEST 136.74 FEET; THENCE NORTH 05 DEGREES 45 MINUTES 08 SECONDS EAST 53.88 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 16 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 49 SECONDS EAST 107.05 FEET; THENCE NORTH 79 DEGREES 44 MINUTES 47 SECONDS EAST 188.48 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 62.79 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 48 MINUTES 49 SECONDS EAST 32.17 FEET; THENCE ALONG SAID CURVE 32.17 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 46 SECONDS EAST 24.70 FEET TO A POINT ON THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO STEGMEIER, 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 STEGMEIER TRACT SOUTH 28 DEGREES 47 MINUTES 40 SECONDS EAST 241.08 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 28 DEGREES 47 MINUTES 40 SECONDS WEST 127.00 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING DISTANT SOUTH 28 DEGREES 47 MINUTES 00 SECONDS EAST 114.54 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 28 DEGREES 47 MINUTES 40 SECONDS EAST 135.70 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO SECURITY STORAGE SYSTEMS, LLC BY A DEED RECORDED IN BOOK 6098, 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

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 12' 19.56"W	5.00
L2	S73° 31' 48.98"W	20.05
L3	S18° 09' 12.04"E	10.00
L4	S57° 12' 18.88"W	21.88
L5	N75° 18' 46.33"W	26.70
L6	N57° 12' 20.04"E	20.11
L7	N07° 18' 12.86"E	18.34
L8	S07° 18' 12.86"W	32.01
L9	N86° 04' 20.16"E	47.35
L10	N63° 12' 20.04"E	20.00

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	256.81	872.19	S83° 14' 06"E	255.88
C2	32.17	930.00	N75° 48' 49"W	32.17
C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 12' 55"E	24.40
C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	33.66	125.00	S27° 21' 51"E	33.68
C8	20.82	54.00	S43° 30' 35"E	20.69
C9	28.21	54.00	S68° 47' 24"E	25.88
C10	30.49	54.00	N86° 36' 04"E	30.37
C11	6.59	54.00	N72° 04' 17"E	6.58
C12	27.71	54.00	N53° 52' 47"E	27.40
C13	28.71	54.00	N25° 00' 40"E	28.44
C14	29.12	54.00	N04° 36' 26"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.56
C16	32.54	25.00	N70° 05' 11"W	30.29
C17	1.66	75.00	N32° 08' 33"W	1.66
C18	17.28	75.00	N24° 55' 20"W	17.24
C19	41.77	20.14	N39° 45' 54"E	34.67
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	109.14	872.19	N81° 01' 17"W	109.07
C22	40.14	872.19	N76° 07' 08"W	40.13

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC
4481 STATE HWY Z
WENTZVILLE, MO 63385

NOTES:
1. TOTAL SITE ACREAGE: ± 286,391 SQ. FT. OR ±6.57 ACRES
2. EXISTING ZONING: R1–E ST. CHARLES COUNTY
PROPOSED ZONING: R–3A/O–2 CITY OF ST. CHARLES
3. BUILDING SETBACKS:
R–3A SETBACKS
FRONT – 25'
REAR – 25'
SIDE – 7'
O–2 SETBACKS
FRONT – 25'
REAR – 0'/20' ADJOINING RESIDENTIAL
SIDE – 0'/20' ADJOINING RESIDENTIAL
4. THE SITE LAND USE SHALL BE MULTI–FAMILY RESIDENTIAL AND COMMERCIAL.
5. THIS SITE IS SERVED BY:
WATER – MISSOURI AMERICAN WATER
SEWER – CITY OF ST. CHARLES
TELEPHONE – MO/AT&T
ELECTRIC – AMEREN
GAS – SPIRE MISSOURI EAST
FIBEROPTIC – AT&T/CHARTER
FIRE – CENTRAL COUNTY FIRE PROTECTION DISTRICT
6. THIS SITE FALLS WITHIN UNSHADED "ZONE X", AREAS TO BE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN, PER FIRM, FLOOD INSURANCE RATE MAP, FOR CITY OF ST. CHARLES, MISSOURI, MAP NUMBER 29183C0045G, EFFECTIVE DATE OF JANUARY 20, 2016. FLOOD ZONES ARE DETERMINED BY SCALING.
7. EFFORTS WILL BE MADE TO DIRECT DRAINAGE TO EXISTING DISCHARGE POINTS.
8. ALL UTILITIES ARE TO BE LOCATED UNDERGROUND.
9. THE SITE SHALL CONFORM TO THE CITY OF ST. CHARLES STANDARDS.
10. NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
11. THIS DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY.
12. LOCATION, REPLACEMENT, AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
13. ALL MECHANICAL, HVAC, AND UTILITY EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW ACCORDING TO CITY REQUIREMENTS.
14. STORMWATER SHALL BE DIRECTED TO EXISTING DISCHARGE POINTS.
15. ALL DISTURBED AREAS INTENDED FOR GRASS SHALL BE SODDED.
16. ADMINISTRATION OF THE LANDSCAPING PLAN FOR THIS PROJECT WILL BE ACCOMPLISHED VIA THE PROVIDED PLAN FOR LOCATION, TYPE, SIZE AND QUANTITY.
17. UNDERGROUND STRUCTURES, FACILITIES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, DESIGN AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS NOT KNOWN.
18. ALL SIGNAGE SHALL BE PERMITTED VIA A SEPARATE PERMIT APPLICATION.

PROJECT DENSITY:
RESIDENTIAL PROPERTY = 3.00 AC.
34 PROPOSED UNITS
34/3.00 = 8.80
DWELLINGS PER ACRE = 8.80

NOTE:
LOTS 18 THROUGH 21 ARE MORE SUSCEPTIBLE TO STREET MOVEMENT.

NOTE:
ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. ALL RADIUS CALLOUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

TYPICAL LOT DETAIL
NOT TO SCALE

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
1-800-DIG-RITE = 811
www.mo1call.com

COCHRAN
North Office: 9 East Main Street #3385, Troy, MO 63379
636-332-4574 (fax) 636-327-2760 (tel)
Civil Engineering · Land Surveying · Architecture · Site Development · Mission Planning
Missouri State Certificate of Authority Number: 2010000245

"Two working days prior to you dig, excavate and/or blast, contact Missouri One Call System, Inc. (1-800-DIG-RITE)."

"All SSMO rules & regulations must be followed in construction related to these plans (i.e. Trenching Safety, etc.)"

ERIC S. KIRCHNER
E-2005004916

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

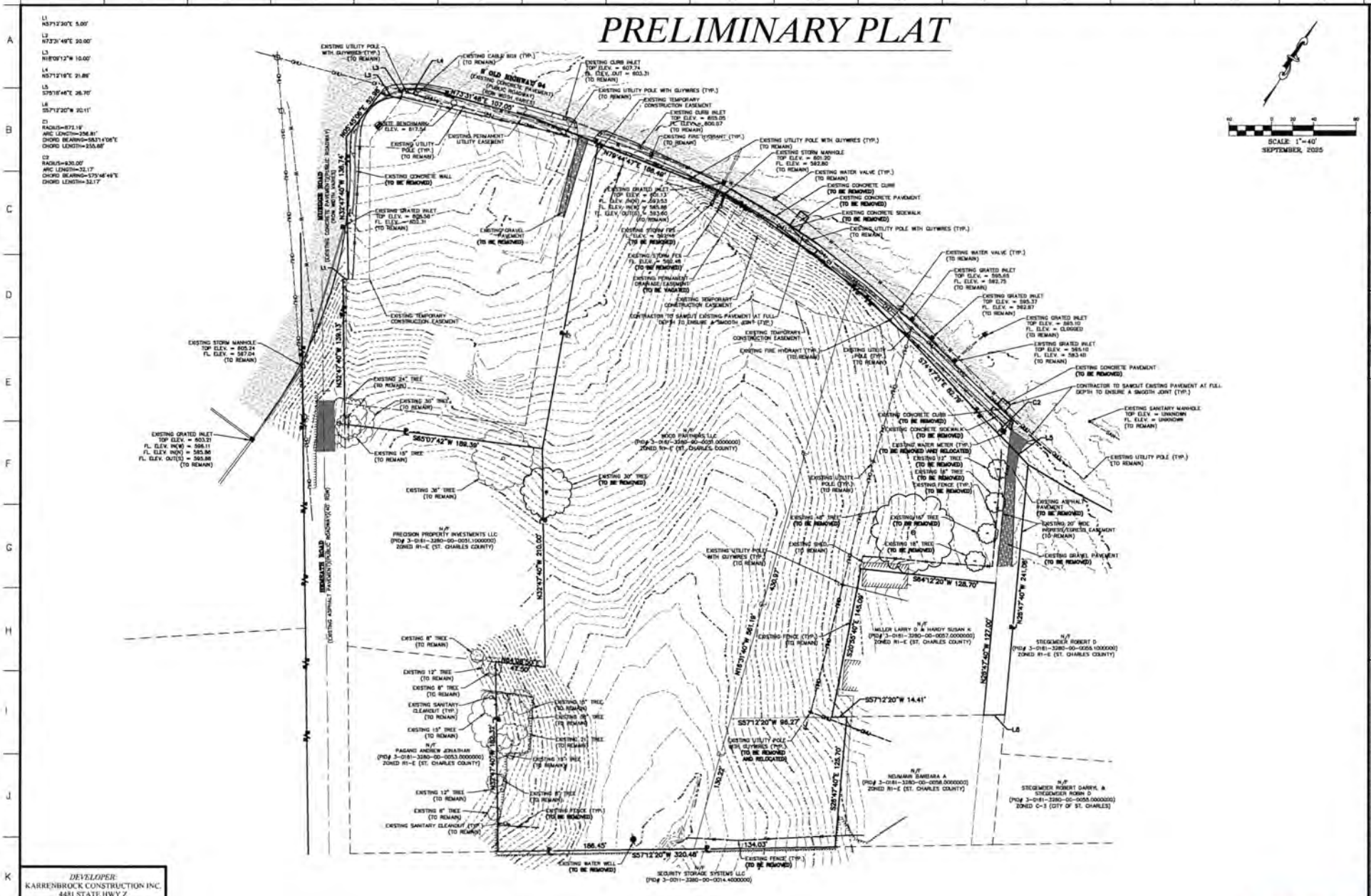
DATE	BY
11/20/25	PER CITY COMMENTS
12/2/25	PER CITY COMMENTS

PRELIMINARY PLAT - SITE PLAN

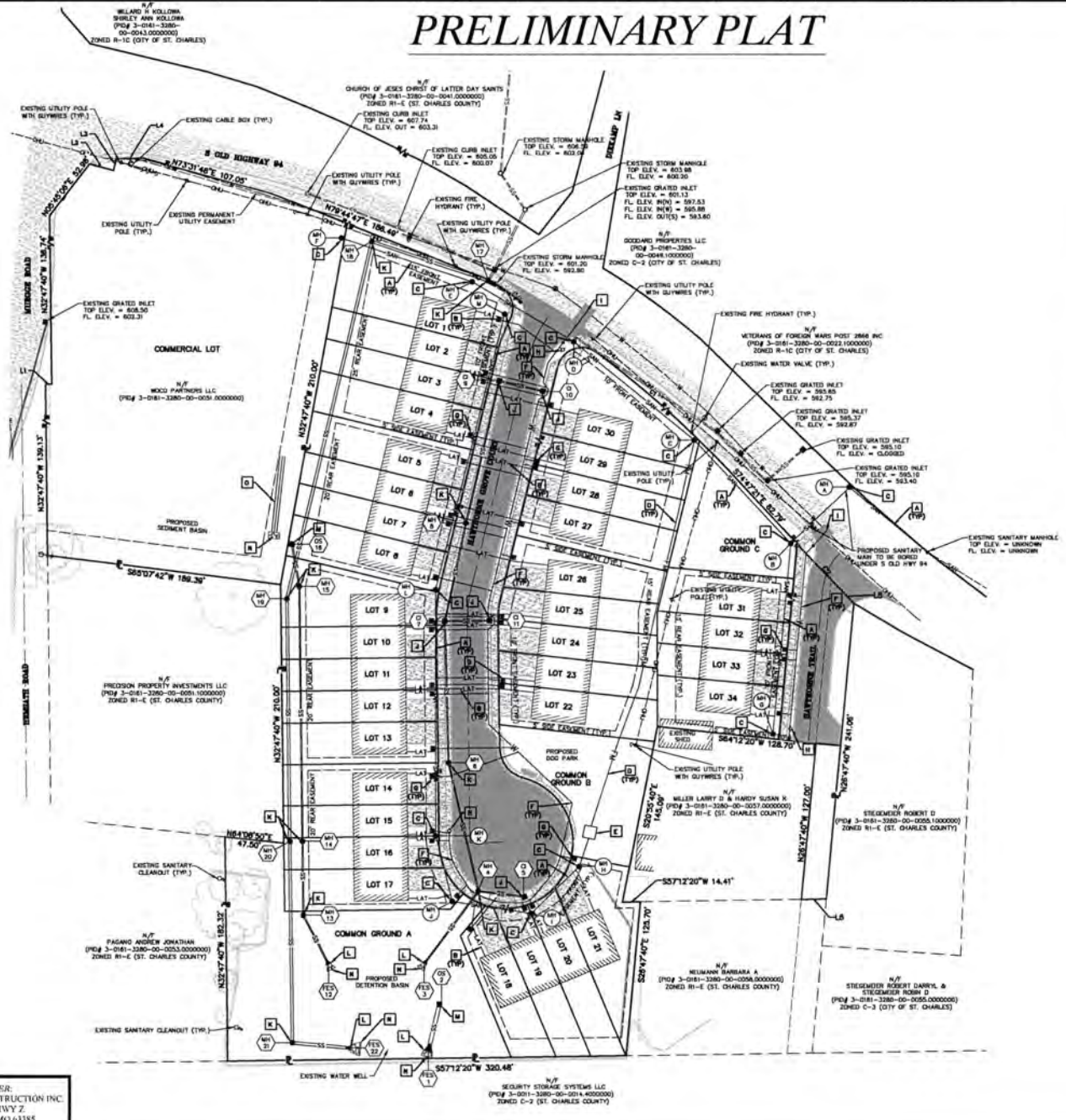
DRAWN BY	CHECKED BY	APPROVED BY
MKC	ESK	ESK
ERH		ESK

DATE: SEPT. 2025
SCALE: 1:40
PROJECT NO.: M23-87408
SHEET NO.: 1 OF 7

PRELIMINARY PLAT


L1 N57°12'30"E 5.00'
L2 N73°31'49"E 20.00'
L3 N18°09'12"W 10.00'
L4 N57°12'16"E 21.89'
L5 S75°18'46"E 26.70'
L6 S57°12'20"W 20.11'
C1 RADIUS=872.19' ARC LENGTH=256.81' CHORD BEARING=N65°14'08"E CHORD LENGTH=255.88'
C2 RADIUS=630.00' ARC LENGTH=32.17' CHORD BEARING=S75°46'49"E CHORD LENGTH=32.17'
SCALE: 1"=40'
SEPTEMBER, 2025
EXISTING UTILITY POLE WITH GUYWIRES (TYP.) (TO REMAIN)
EXISTING CABLE BOX (TYP.) (TO REMAIN)
E OLD HIGHWAY 94 (EXISTING CONCRETE PAVEMENT) (PUBLIC ROADWAY) (VARIABLE WIDTH RIGHT-OF-WAY)
EXISTING CURB INLET TOP ELEV. = 607.74 FL. ELEV. OUT = 603.31 (TO REMAIN)
EXISTING UTILITY POLE WITH GUYWIRES (TYP.) (TO REMAIN)
EXISTING TEMPORARY CONSTRUCTION EASEMENT
EXISTING CURB INLET TOP ELEV. = 605.05 FL ELEV.= 600.87 (TO REMAIN)
EXISTING FIRE HYDRANT (TYP.) (TO REMAIN)
EXISTING UTILITY POLE WITH GUYWIRES (TYP.) (TO REMAIN)
EXISTING STORM MANHOLE TOP ELEV. = 601.20 FL. ELEV. = 582.80 (TO REMAIN)
EXISTING WATER VALVE (TYP.) (TO REMAIN)
EXISTING CONCRETE CURB (TO BE REMOVED)
EXISTING CONCRETE PAVEMENT (TO BE REMOVED)
EXISTING CONCRETE SIDEWALK (TO BE REMOVED)
EXISTING UTILITY POLE WITH GUYWIRES (TYP.) (TO REMAIN)
EXISTING WATER VALVE (TYP.) (TO REMAIN)
EXISTING GRATED INLET TOP ELEV. = 595.65 FL. ELEV. = 582.75 (TO REMAIN)
EXISTING GRATED INLET TOP ELEV. = 595.37 FL. ELEV. = 582.87 (TO REMAIN)
EXISTING GRATED INLET TOP ELEV. = 595.10 FL. ELEV. = CLOGGED (TO REMAIN)
EXISTING GRATED INLET TOP ELEV. = 595.10 FL. ELEV. = 583.40 (TO REMAIN)
EXISTING CONCRETE PAVEMENT (TO BE REMOVED)
CONTRACTOR TO SAWCUT EXISTING PAVEMENT AT FULL-DEPTH TO ENSURE A SMOOTH JOINT (TYP.)
EXISTING SANITARY MANHOLE TOP ELEV. = UNKNOWN FL. ELEV. = UNKNOWN (TO REMAIN)
EXISTING UTILITY POLE (TYP.) (TO REMAIN)
EXISTING ASPHALT PAVEMENT (TO BE REMOVED)
EXISTING 20' WIDE INGRESS/EGRESS EASEMENT (TO REMAIN)
EXISTING GRAVEL PAVEMENT (TO BE REMOVED)
EXISTING STORM MANHOLE TOP ELEV. = 605.24 FL. ELEV. = 587.04 (TO REMAIN)
EXISTING GRATED INLET TOP ELEV. = 603.21 FL. ELEV. IN(W) = 586.11 FL. ELEV. IN(N) = 585.86 FL. ELEV. OUT(S) = 585.66 (TO REMAIN)
EXISTING 24" TREE (TO REMAIN)
EXISTING 30" TREE (TO REMAIN)
EXISTING 15" TREE (TO REMAIN)
EXISTING 36" TREE (TO REMAIN)
EXISTING 30" TREE (TO BE REMOVED)
EXISTING 12" TREE (TO BE REMOVED)
EXISTING 18" TREE (TO BE REMOVED)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING 48" TREE (TO BE REMOVED)
EXISTING 10" TREE (TO BE REMOVED)
EXISTING 18" TREE (TO BE REMOVED)
EXISTING SHED (TO REMAIN)
EXISTING 8" TREE (TO REMAIN)
EXISTING 12" TREE (TO REMAIN)
EXISTING 6" TREE (TO REMAIN)
EXISTING SANITARY CLEANOUT (TYP.) (TO REMAIN)
EXISTING 15" TREE (TO REMAIN)
EXISTING 30" TREE (TO REMAIN)
EXISTING 24" TREE (TO REMAIN)
EXISTING 18" TREE (TO REMAIN)
EXISTING 8" TREE (TO REMAIN)
EXISTING SANITARY CLEANOUT (TYP.) (TO REMAIN)
EXISTING WATER WELL (TO BE REMOVED)
EXISTING UTILITY POLE WITH GUYWIRES (TYP.) (TO BE REMOVED AND RELOCATED)
EXISTING TEMPORARY CONSTRUCTION EASEMENT
EXISTING PERMANENT UTILITY EASEMENT
EXISTING PERMANENT DRAINAGE EASEMENT (TO BE VACATED)
EXISTING GRAVEL PAVEMENT (TO BE REMOVED)
EXISTING STORM PIPE (TO BE REMOVED)
EXISTING STORM PIPE (TO BE REMOVED)
EXISTING TEMPORARY CONSTRUCTION EASEMENT
EXISTING FIRE HYDRANT (TYP.) (TO REMAIN)
EXISTING UTILITY POLE (TYP.) (TO REMAIN)
EXISTING UTILITY POLE (TYP.) (TO REMAIN)
EXISTING CONCRETE CURB (TO BE REMOVED)
EXISTING CONCRETE SIDEWALK (TO BE REMOVED)
EXISTING WATER METER (TYP.) (TO BE REMOVED AND RELOCATED)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING FENCE (TYP.) (TO REMAIN)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING CONCRETE WALL (TO BE REMOVED)
EXISTING GRATED INLET TOP ELEV. = 605.56 FL. ELEV. = 603.31 (TO REMAIN)
EXISTING GRAVEL PAVEMENT (TO BE REMOVED)
EXISTING UTILITY POLE (TYP.) (TO REMAIN)
EXISTING PERMANENT UTILITY EASEMENT
SITE BENCHMARK ELEV. = 617.34
EXISTING TEMPORARY CONSTRUCTION EASEMENT
EXISTING STORM MANHOLE TOP ELEV. = 605.24 FL. ELEV. = 587.04 (TO REMAIN)
EXISTING GRATED INLET TOP ELEV. = 603.21 FL. ELEV. IN(W) = 586.11 FL. ELEV. IN(N) = 585.86 FL. ELEV. OUT(S) = 585.66 (TO REMAIN)
EXISTING 24" TREE (TO REMAIN)
EXISTING 30" TREE (TO REMAIN)
EXISTING 15" TREE (TO REMAIN)
EXISTING 36" TREE (TO REMAIN)
EXISTING 30" TREE (TO BE REMOVED)
EXISTING 8" TREE (TO REMAIN)
EXISTING 12" TREE (TO REMAIN)
EXISTING 6" TREE (TO REMAIN)
EXISTING SANITARY CLEANOUT (TYP.) (TO REMAIN)
EXISTING 15" TREE (TO REMAIN)
EXISTING 30" TREE (TO REMAIN)
EXISTING 24" TREE (TO REMAIN)
EXISTING 18" TREE (TO REMAIN)
EXISTING 12" TREE (TO REMAIN)
EXISTING 8" TREE (TO REMAIN)
EXISTING SANITARY CLEANOUT (TYP.) (TO REMAIN)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING 10" TREE (TO BE REMOVED)
EXISTING 18" TREE (TO BE REMOVED)
EXISTING 10" TREE (TO BE REMOVED)
EXISTING 18" TREE (TO BE REMOVED)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING 48" TREE (TO BE REMOVED)
EXISTING 10" TREE (TO BE REMOVED)
EXISTING 18" TREE (TO BE REMOVED)
EXISTING SHED (TO REMAIN)
EXISTING 8" TREE (TO REMAIN)
EXISTING 12" TREE (TO REMAIN)
EXISTING 6" TREE (TO REMAIN)
EXISTING SANITARY CLEANOUT (TYP.) (TO REMAIN)
EXISTING 15" TREE (TO REMAIN)
EXISTING 30" TREE (TO REMAIN)
EXISTING 24" TREE (TO REMAIN)
EXISTING 18" TREE (TO REMAIN)
EXISTING 12" TREE (TO REMAIN)
EXISTING 8" TREE (TO REMAIN)
EXISTING SANITARY CLEANOUT (TYP.) (TO REMAIN)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING WATER WELL (TO BE REMOVED)
EXISTING UTILITY POLE WITH GUYWIRES (TYP.) (TO BE REMOVED AND RELOCATED)
EXISTING TEMPORARY CONSTRUCTION EASEMENT
EXISTING PERMANENT UTILITY EASEMENT
EXISTING PERMANENT DRAINAGE EASEMENT (TO BE VACATED)
EXISTING GRAVEL PAVEMENT (TO BE REMOVED)
EXISTING STORM PIPE (TO BE REMOVED)
EXISTING STORM PIPE (TO BE REMOVED)
EXISTING TEMPORARY CONSTRUCTION EASEMENT
EXISTING FIRE HYDRANT (TYP.) (TO REMAIN)
EXISTING UTILITY POLE (TYP.) (TO REMAIN)
EXISTING UTILITY POLE (TYP.) (TO REMAIN)
EXISTING CONCRETE CURB (TO BE REMOVED)
EXISTING CONCRETE SIDEWALK (TO BE REMOVED)
EXISTING WATER METER (TYP.) (TO BE REMOVED AND RELOCATED)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING FENCE (TYP.) (TO REMAIN)
EXISTING FENCE (TYP.) (TO BE REMOVED)
EXISTING CONCRETE WALL (TO BE REMOVED)
EXISTING GRATED INLET TOP ELEV. = 605.56 FL. ELEV. = 603.31 (TO REMAIN)
EXISTING GRAVEL PAVEMENT (TO BE REMOVED)
EXISTING UTILITY POLE (TYP.) (TO REMAIN)
EXISTING PERMANENT UTILITY EASEMENT
SITE BENCHMARK ELEV. = 617.34
EXISTING TEMPORARY CONSTRUCTION EASEMENT
EXISTING STORM MANHOLE TOP ELEV. = 605.24 FL. ELEV. = 587.04 (TO REMAIN)
EXISTING GRATED INLET TOP ELEV. = 603.21 FL. ELEV. IN(W) = 586.11 FL. ELEV. IN(N) = 585.86 FL. ELEV. OUT(S) = 585.66 (TO REMAIN)
EXISTING 24" TREE (TO REMAIN)
EXISTING 30" TREE (TO REMAIN)
EXISTING 15" TREE (TO REMAIN)
EXISTING 36" TREE (TO REMAIN)
EXISTING 30" TREE (TO BE REMOVED

PRELIMINARY PLAT



SCALE: 1"=40'
SEPTEMBER, 2025

UTILITY LEGEND

A	NEW 8"ø SDR 35 PVC SANITARY MAIN.
B	NEW 6"ø SDR 35 PVC SANITARY LATERAL.
C	NEW SANITARY MANHOLE.
D	NEW FORCE MAIN.
E	NEW LIFT STATION.
F	NEW 8"ø C900 PVC WATER MAIN.
G	NEW WATER METER/SERVICE LINE.
H	NEW FIRE HYDRANT.
I	CONNECT TO EXISTING WATER MAIN.
J	NEW CURB INLET.
K	NEW STORM MANHOLE.
L	NEW FLARED END SECTION.
M	NEW OUTFALL STRUCTURE.
N	NEW RIP RAP PAD.
O	TEMPORARY SLOPE DRAIN.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 12' 18.98"W	5.00
L2	S73° 31' 46.98"W	20.00
L3	S16° 08' 12.04"E	10.00
L4	S57° 12' 18.98"W	21.89
L5	N75° 18' 46.32"W	28.70
L6	N57° 12' 20.04"E	20.11
L7	N07° 18' 12.86"E	16.34
L8	S07° 18' 12.86"W	32.01
L9	N89° 04' 20.16"E	47.35

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	256.81	872.19	S83° 14' 08"E	255.88
C2	32.17	630.00	N75° 46' 49"W	32.17
C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 12' 55"E	24.40
C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.66	125.00	S27° 21' 51"E	23.68
C8	20.82	34.00	S43° 50' 20"E	20.49
C9	26.21	34.00	S68° 47' 34"E	25.56
C10	30.49	34.00	N86° 26' 04"E	30.37
C11	6.59	34.00	N72° 04' 17"E	6.58
C12	27.71	34.00	N53° 52' 47"E	27.40
C13	26.71	34.00	N25° 00' 40"E	26.44
C14	29.12	34.00	N04° 36' 28"W	28.77
C15	82.30	34.00	N63° 43' 00"W	74.56
C16	32.54	23.00	N70° 05' 11"W	30.26
C17	1.86	75.00	N32° 06' 33"W	1.86
C18	17.38	75.00	N24° 55' 29"W	17.34
C19	41.77	20.14	N35° 45' 54"E	34.67
C20	13.54	872.19	S88° 48' 28"W	13.54
C21	108.14	872.19	N81° 01' 17"W	108.07
C22	40.14	872.19	N76° 07' 06"W	40.13

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC.
4461 STATE HWY Z
WENTZVILLE, MO 63385

NOTE:
ALL WATER MAINS DEEPER THAN THE MAXIMUM COVER OF 72" SHALL BE RESTRAINED DIP MATERIAL.

NOTE:
MINIMUM 10' OF HORIZONTAL SEPARATION BETWEEN WATER AND SANITARY MAINS.

NOTE:
THE WATER DISTRICT REQUIRES A MINIMUM OF 42" AND A MAXIMUM OF 72" OF COVER OVER ITS WATER MAINS.

NOTE:
ALL WATER AND SANITARY CONNECTIONS ARE TO BE MISSOURI AMERICAN STANDARDS.

NOTE:
ALL METER PITS ARE TO BE INSTALLED IN "GREENSPACE" PER WATER DISTRICT SPECIFICATIONS.

NOTE:
THE STORMWATER ON-SITE SHALL ALL BE DIRECTED TO THE PROPOSED DETENTION BASIN LOCATED IN COMMON GROUND A. THIS DETENTION BASIN IS TO BE UTILIZED FOR THE ENTIRE SITE.

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Master Planning
Missouri State Certificate of Authority Numbers:
CEN.0000246

The working title part to an item, specification shall be the utility location required by State law (Section 319.075 RSMo).

All SSMA rules & regulations shall be followed during construction required by these plans (ie. 5 working days).

ERIC S. RISCHNER
E-2010034516

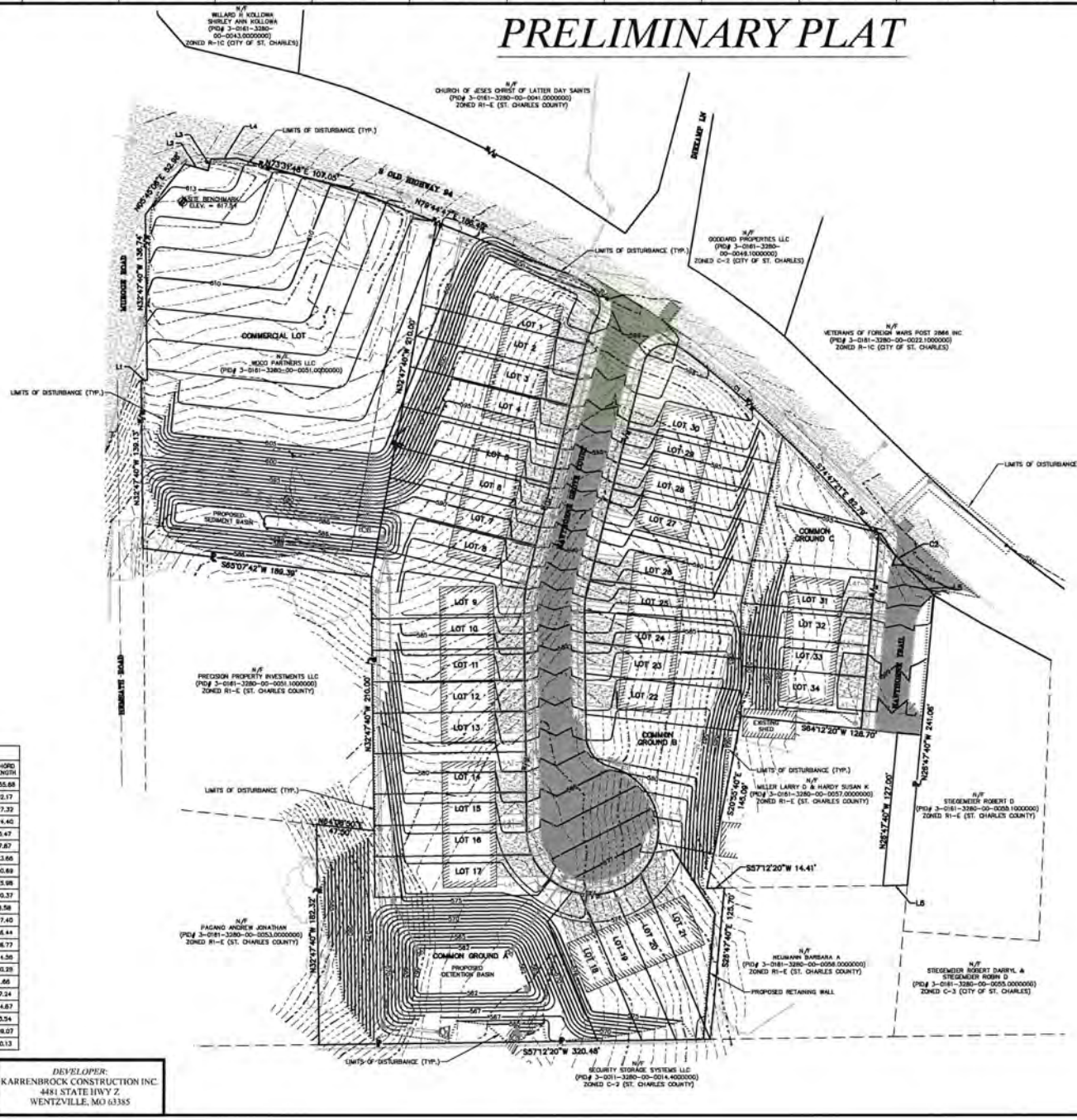
PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

DATE	DESCRIPTION	APP. BY
10/2/25	PER CITY COMMENTS	ESK
12/2/25	PER CITY COMMENTS	ESK

DRAWN BY: ERH
APPR. BY: ESK
DATE: SEPT. 2025
SCALE: 1:40
JOB NO.: M23-87408

PRELIMINARY PLAT - UTILITY PLAN

PRELIMINARY PLAT



SCALE: 1"=40'
SEPTEMBER, 2025

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 12' 19.98"W	5.00
L2	S73° 31' 48.96"W	20.00
L3	S18° 09' 12.04"E	10.00
L4	S57° 12' 18.88"W	21.89
L5	N75° 18' 46.32"W	26.70
L6	N57° 12' 20.04"E	30.11
L7	N07° 18' 12.88"E	16.34
L8	S07° 18' 12.88"W	32.01
L9	N89° 04' 20.16"E	47.35

CURVE TABLE				
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C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 12' 55"E	24.40
C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.69	125.00	S27° 21' 51"E	23.66
C8	20.82	54.00	S43° 50' 20"E	20.69
C9	28.21	54.00	S68° 47' 24"E	27.88
C10	20.49	54.00	N86° 26' 04"E	20.37
C11	6.58	54.00	N72° 04' 17"E	6.58
C12	27.71	54.00	N53° 52' 47"E	27.40
C13	26.71	54.00	N25° 00' 40"E	26.44
C14	29.12	54.00	N04° 36' 28"W	28.77
C15	62.30	54.00	N63° 43' 00"W	74.36
C16	32.54	25.00	N70° 03' 11"W	30.23
C17	1.66	75.00	N32° 09' 33"W	1.66
C18	17.38	75.00	N24° 55' 29"W	17.34
C19	41.77	20.14	N35° 45' 54"E	34.87
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	108.14	872.19	N81° 01' 17"W	108.07
C22	40.14	872.19	N76° 07' 06"W	40.13

NOTE:
PROVIDE CITY WITH A COPY OF GRADING COMPACTION TEST RESULTS.

NOTE:
ALL SPOT ELEVATIONS SHOWN ON THIS PLAN ARE TOP OF PAVEMENT UNLESS OTHERWISE NOTED.

SITE DISTURBANCE
TOTAL SITE AREA = 6.57 AC.
DISTURBED AREA = 8.38 AC.

GRADING QUANTITY:
CUT - 9,325 CY.
FILL - 34,338 CY.

NOTE:
THESE QUANTITIES ARE RAW NUMBERS. THE CONTRACTOR SHALL NOT USE THESE NUMBERS AS THEIR BID QUANTITIES. THE CONTRACTOR SHALL DETERMINE THEIR OWN QUANTITIES.

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OWNER:
WOCO PARTNERS I.I.C
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC.
4481 STATE HWY Z
WENTZVILLE, MO 63385

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8 East 16th Street
Washington, Missouri 63385
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636-327-0760 (fax)
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Missouri State Certificate of Authority Numbers: 2010000248

Two working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations shall be followed during construction relative to these plans and to safety in general.

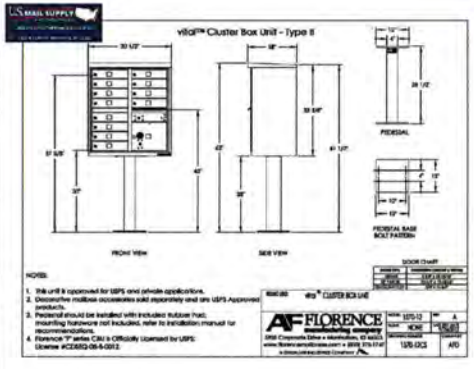
ERIC S. KIRCHNER
E-2001004618

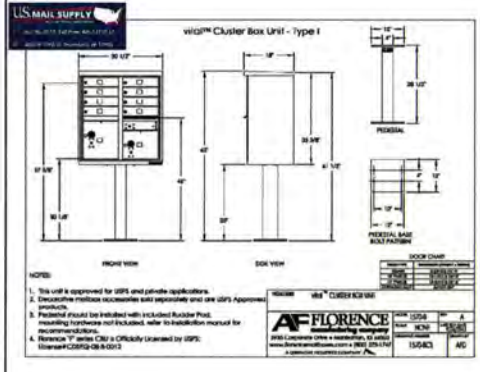
PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

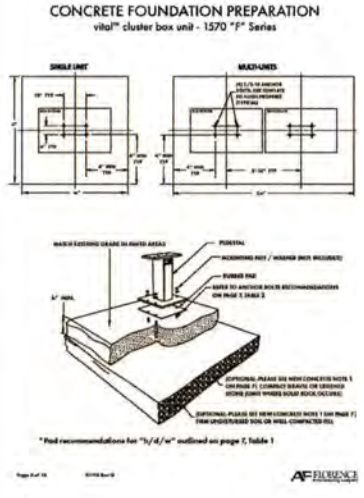
DATE	BY	DESCRIPTION
11/3/25	MEC	PER CITY COMMENTS
12/1/25	MEC	PER CITY COMMENTS

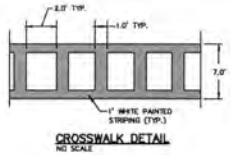
DES. BY:	ERH
APPD. BY:	ESK
DATE:	SEPT. 2025
SCALE:	1:40
PROJ. NO.	M23-8740B
DWG. NO.	4 OF 7

PRELIMINARY PLAT - GRADING PLAN

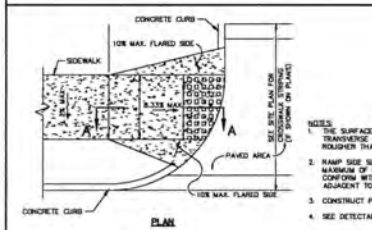




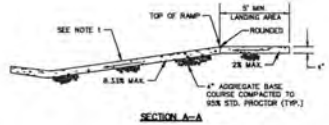




CROSSWALK DETAIL
NO SCALE

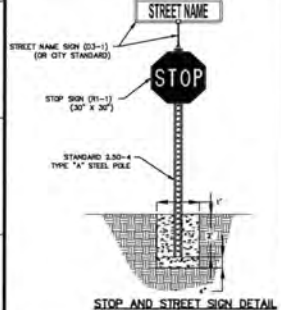


PLAN

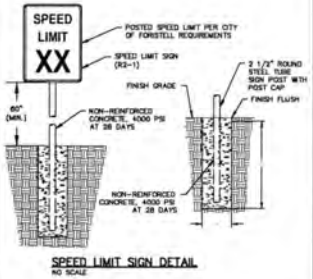


SECTION A-A

ADA RAMP DETAIL
NO SCALE



STOP AND STREET SIGN DETAIL
NO SCALE



SPEED LIMIT SIGN DETAIL
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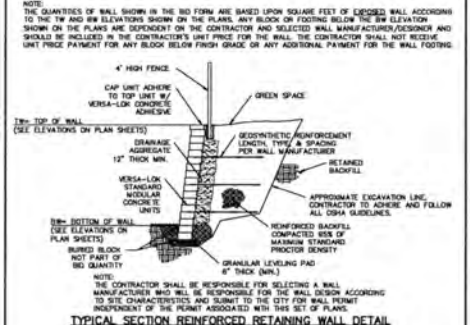
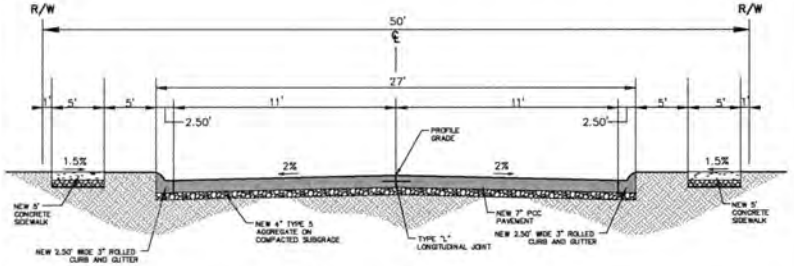


TYPICAL SECTION REINFORCED RETAINING WALL DETAIL
NO SCALE



TYPICAL ROADWAY SECTION
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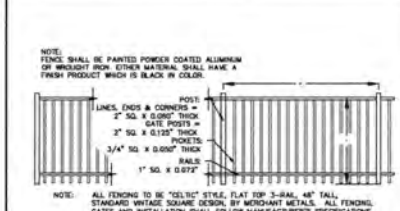
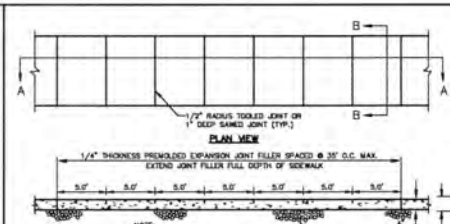


METAL FENCE DETAIL
NO SCALE



CONCRETE SIDEWALK DETAIL
NO SCALE

OWNER:	DEVELOPER:
WOCO PARTNERS LLC 3535 S. SPOEDE LANE TRUESDALE, MO 63383	KARRENBROCK CONSTRUCTION INC. 4481 STATE HWY Z WENTZVILLE, MO 63385

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• Master Planning
Missouri State Certificate of Authority Number: 2001000045

The utility data on this plan is for the contractor's convenience only. Ochran does not guarantee the accuracy of the utility location information.

All ERDs MUST be registered with Dig-Rite prior to the start of construction activity. To view ERDs (i.e. Trenching, Blasting, etc.)

STATE OF MISSOURI
ERIC SCOTT KIRCHNER
E-2001004618
11/5/2025
ERIC S. KIRCHNER
E-2001004618

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

DATE	BY	DESCRIPTION
11/5/25	ESK	PER CITY COMMENTS

DRAWN BY: ERH
APPR. BY: ESK
DATE: SEPT. 2025
SCALE: NO SCALE
PROJECT NO.: M23-8740B
SHEET NO.: 5 OF 7

PRELIMINARY PLAT - DETAILS

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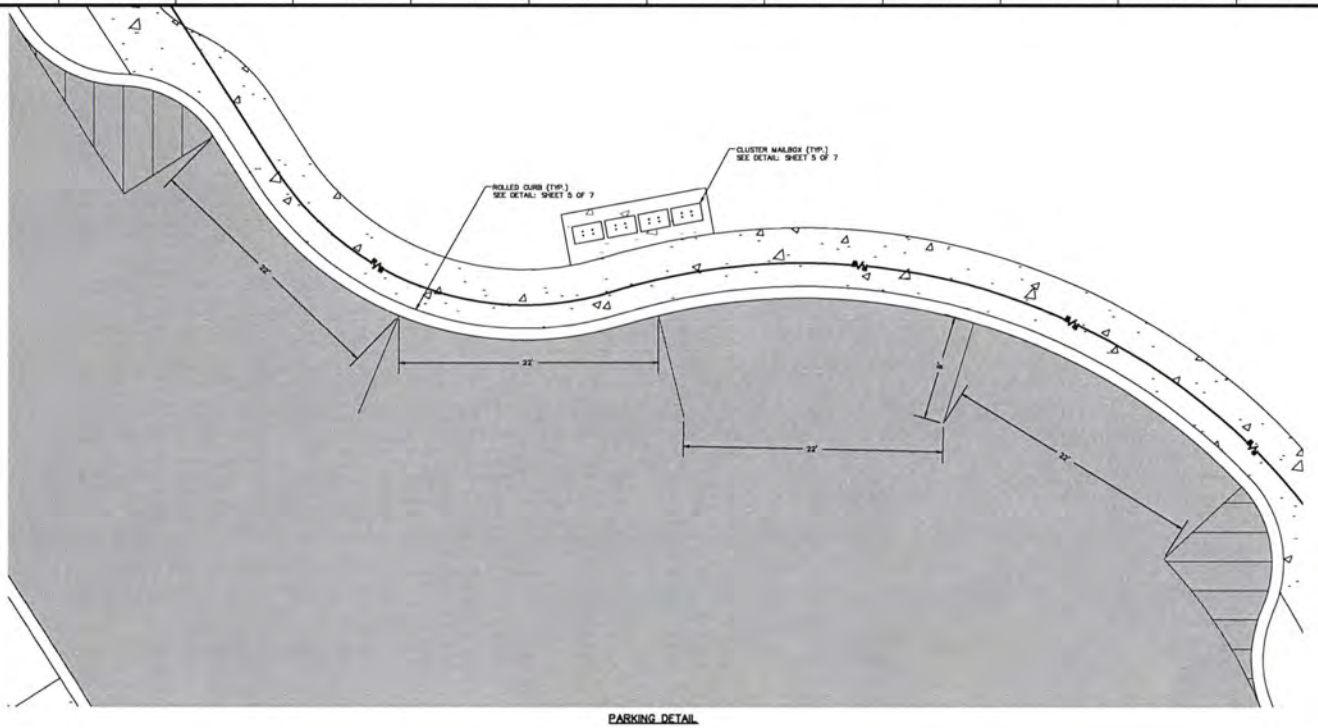

PARKING DETAIL

SCALE: 1"=5'
SEPTEMBER, 2025

FIRETRUCK ACCESS DETAIL

SCALE: 1"=20'
SEPTEMBER, 2025

OWNER:	DEVELOPER:
WOCO PARTNERS LLC 3535 S. SPOEDE LANE TRUESDALE, MO 63383	KARRENBROCK CONSTRUCTION INC. 4481 STATE HWY Z WENTZVILLE, MO 63385

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• General Consulting
• Master Planning
Missouri State Certificate of Authority Numbers:
2010000048

No survey stay prior to the start of any construction on the site, contractor shall call for utility locates for utility location information.

Each party is responsible for all damages caused by their construction required by their contract documents (i.e. trenching, blasting, etc.)

STATE OF MISSOURI
ERIC SCOTT KIRCHNER
E-2001004618
12/1/2025
ERIC S. KIRCHNER
E-2001004618

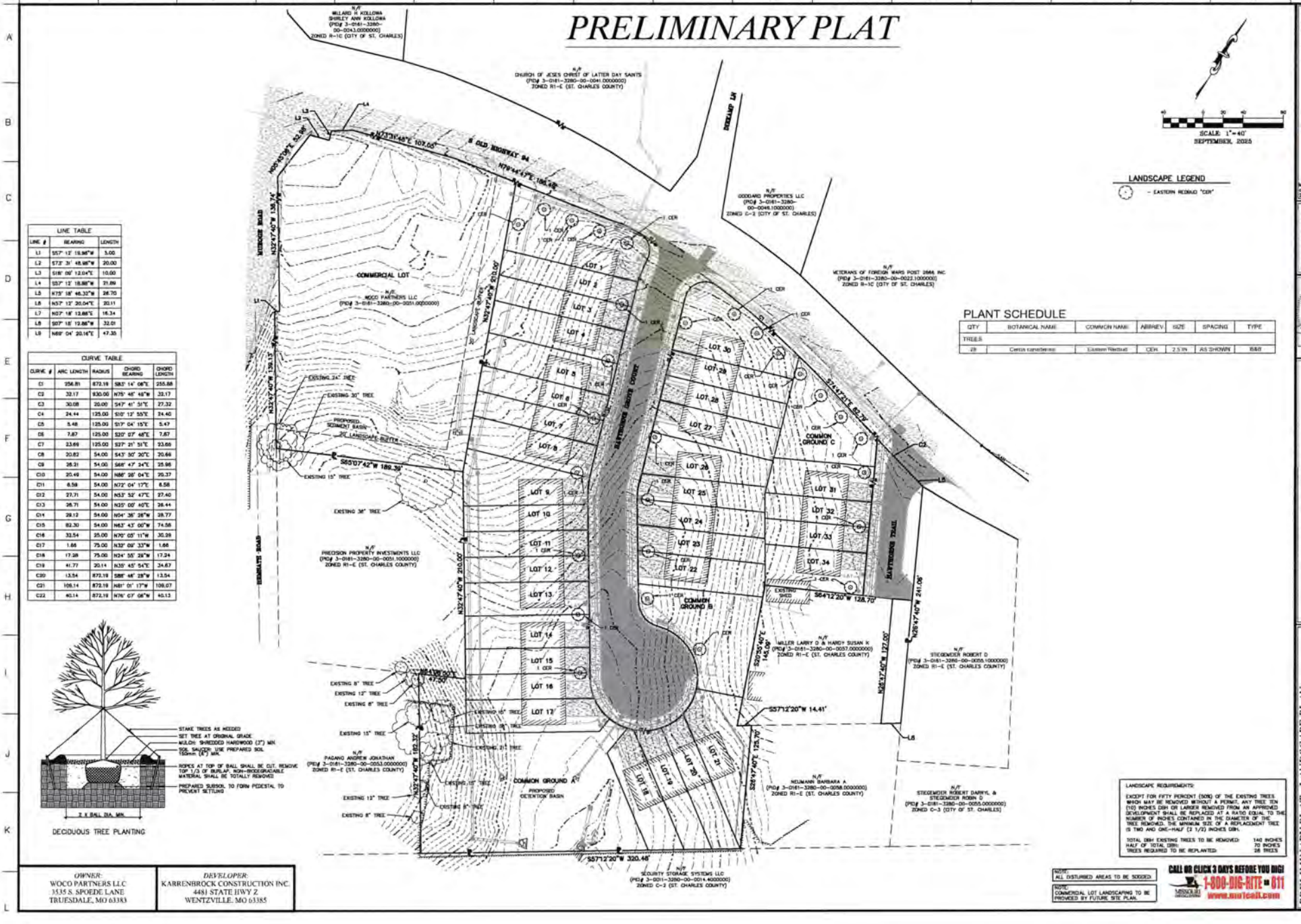
PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

PRELIMINARY PLAT - DETAILS

DATE	REVISION	DRN. BY	APP'D BY
11/7/25	PER CITY COMMENTS	MRC	ESK
12/1/25	PER CITY COMMENTS		

DRN. BY: ERH
APP'D BY: ESK
DATE: SEPT. 2025
SCALE: VARIES
COCHRAN JOB NO.: M23-8740B
SHEET NO.: 6 OF 7

PRELIMINARY PLAT



SCALE: 1"=40'
SEPTEMBER, 2025

LANDSCAPE LEGEND

- EASTERN REDBUD "CER"

PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	ABBREV.	SIZE	SPACING	TYPE
TREES						
28	Cercis canadensis	Eastern Redbud	CER	2.5 IN	AS SHOWN	B&B

LINE TABLE

LINE #	BEARING	LENGTH
L1	S57° 12' 19.98"W	5.00
L2	S7.2° 31' 48.98"W	20.00
L3	S18° 00' 12.04"E	10.00
L4	S57° 12' 19.98"W	21.89
L5	N73° 18' 46.33"W	26.70
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C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.66	125.00	S27° 21' 51"E	23.66
C8	20.82	54.00	S43° 50' 20"E	20.68
C9	26.21	54.00	S68° 47' 34"E	25.96
C10	20.49	54.00	N86° 26' 04"E	20.37
C11	8.59	54.00	N72° 04' 17"E	8.58
C12	27.71	54.00	N53° 32' 47"E	27.40
C13	26.71	54.00	N35° 00' 40"E	26.44
C14	29.12	54.00	N04° 36' 26"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.58
C16	32.54	25.00	N70° 05' 11"W	30.28
C17	1.66	75.00	N33° 09' 33"W	1.66
C18	17.28	75.00	N24° 55' 29"W	17.24
C19	41.77	20.14	N35° 45' 54"E	34.67
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	108.14	872.19	N81° 01' 17"W	108.07
C22	40.14	872.19	N76° 07' 08"W	40.13

DECIDUOUS TREE PLANTING

LANDSCAPE REQUIREMENTS:

EXCEPT FOR FIFTY PERCENT (50%) OF THE EXISTING TREES, WHICH MAY BE REMOVED WITHOUT A PERMIT, ANY TREE TEN (10) INCHES DBH OR LARGER REMOVED FROM AN APPROVED DEVELOPMENT SHALL BE REPLACED AT A RATIO EQUAL TO THE NUMBER OF INCHES CONTAINED IN THE DIAMETER OF THE TREE REMOVED. THE MINIMUM SIZE OF A REPLACEMENT TREE IS TWO AND ONE-HALF (2 1/2) INCHES DBH.

TOTAL DBH EXISTING TREES TO BE REMOVED:	140 INCHES
HALF OF TOTAL DBH:	70 INCHES
TREES REQUIRED TO BE REPLANTED:	28 TREES

NOTE:
ALL DISTURBED AREAS TO BE SODDED

NOTE:
COMMERCIAL LOT LANDSCAPING TO BE PROVIDED BY FUTURE SITE PLAN.

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OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC.
4481 STATE HWY Z
WENTZVILLE, MO 63385

OCHRAN
North Office
6 East Main Street
Troy, Missouri 63379
636-332-4574 (Tel.)
636-397-0760 (Fax)
• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• Construction Management
• General Consulting
• Master Planning
Missouri State Certificate of Authority Numbers
2010000048

The working copy and/or electronic media shall be as per the contract documents and utility location ticket.

All SDS and & signature shall be required for construction related to these plans (ie Trenching, Blasting, etc.)

ERIC S. KIRCHNER
E-2.010044618

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

REVISIONS	DATE	APP'D
PER CITY COMMENTS	11/03/25	ERH
PER CITY COMMENTS	12/03	ESK

DRAWN BY:	ERH
CHECKED BY:	ESK
DATE:	SEPT. 2025
SCALE:	1:40
PROJECT NO.	M23-8740B
SHEET NO.	7 OF 7

PRELIMINARY PLAT - LANDSCAPE PLAN

FRONT ELEVATION "A" FRONT ELEVATION "B"

FRONT ELEVATION "B" FRONT ELEVATION "C" FRONT ELEVATION "B"

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]]**

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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.**

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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.

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(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]**

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

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(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:

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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.**

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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.

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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.

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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.

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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.

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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

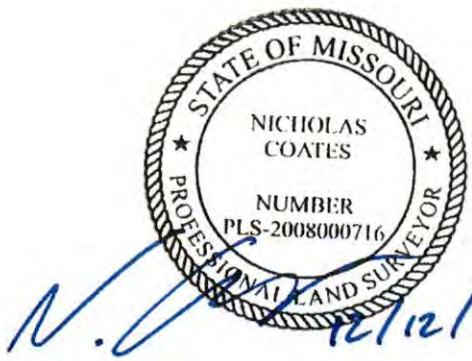
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

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.



12/12/25

EXHIBIT A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/6/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14047

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. Finance Dir. Dir. of Admin.

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:

Direction	Zoning	Use
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.

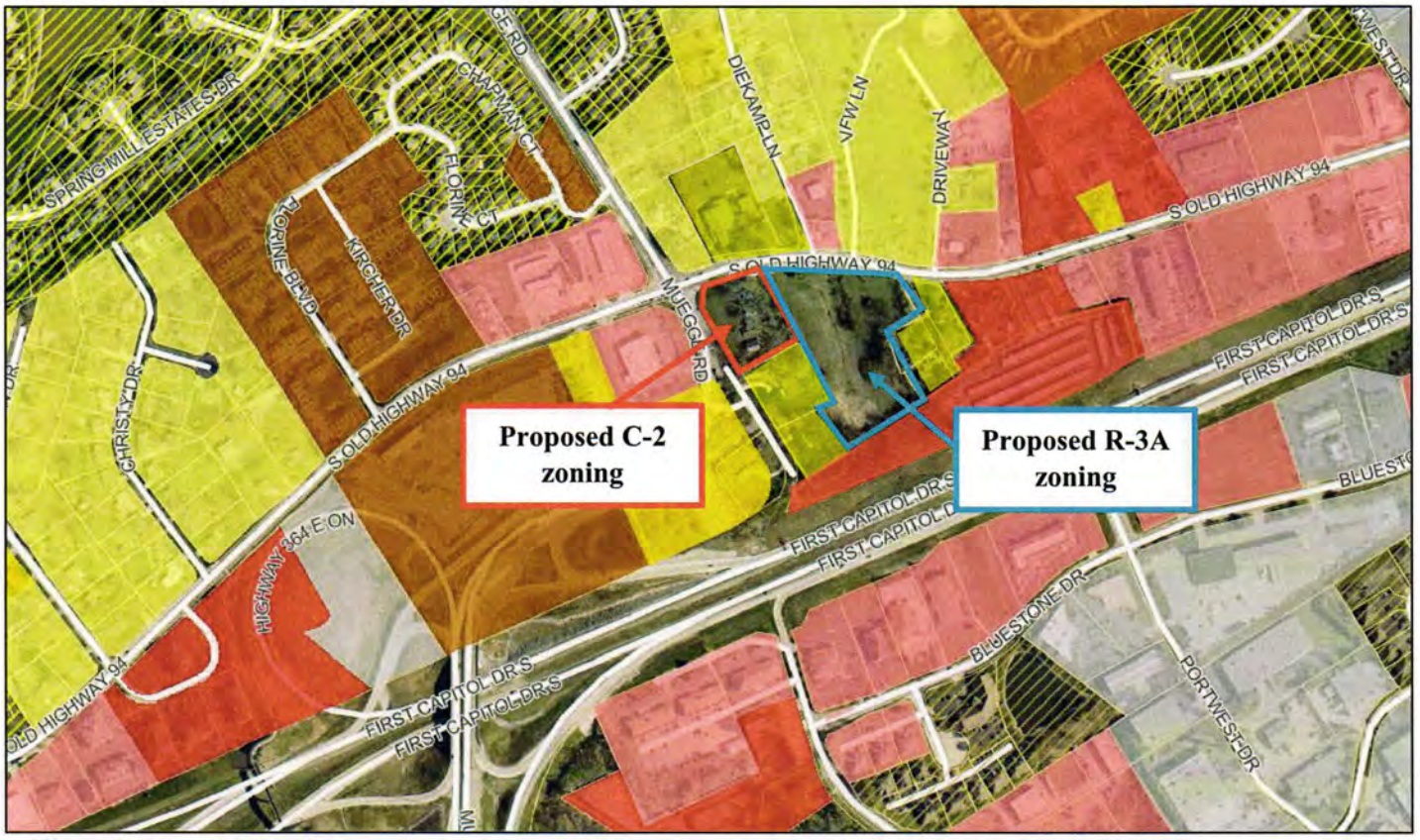


Figure 1: Area zoning map.

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 <u>not</u> 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.

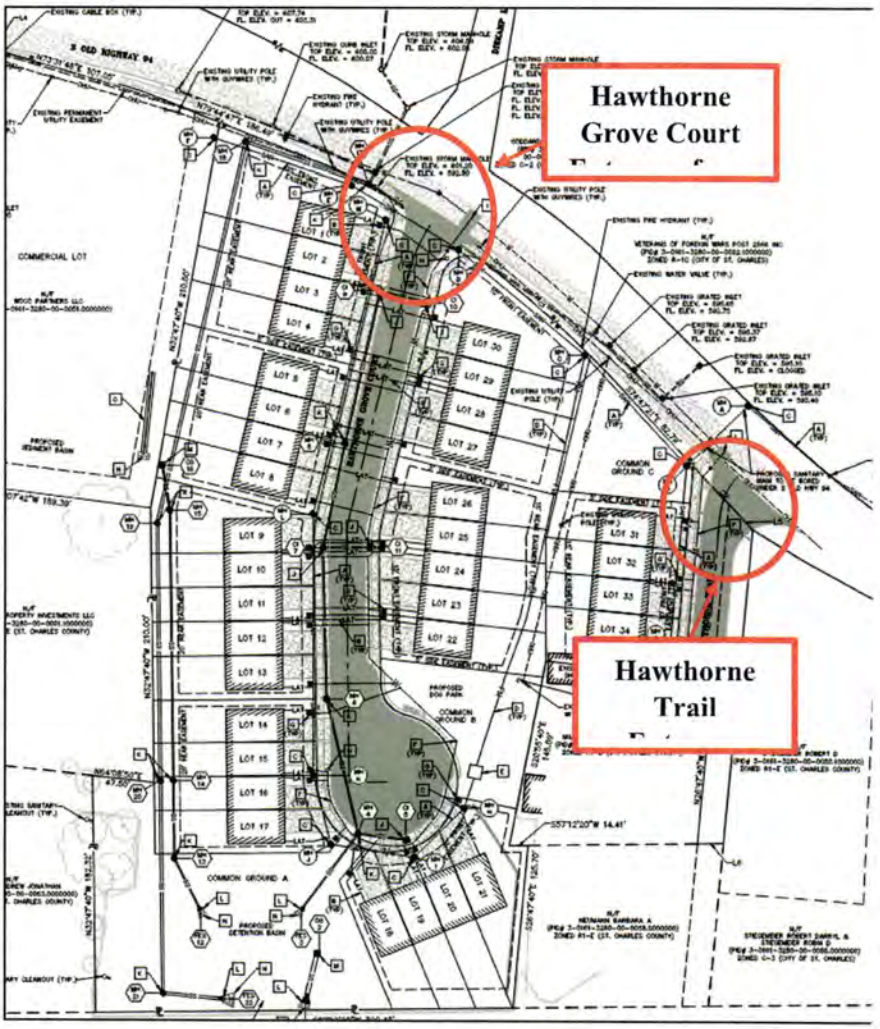


Figure 3: Proposed access points.

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.*

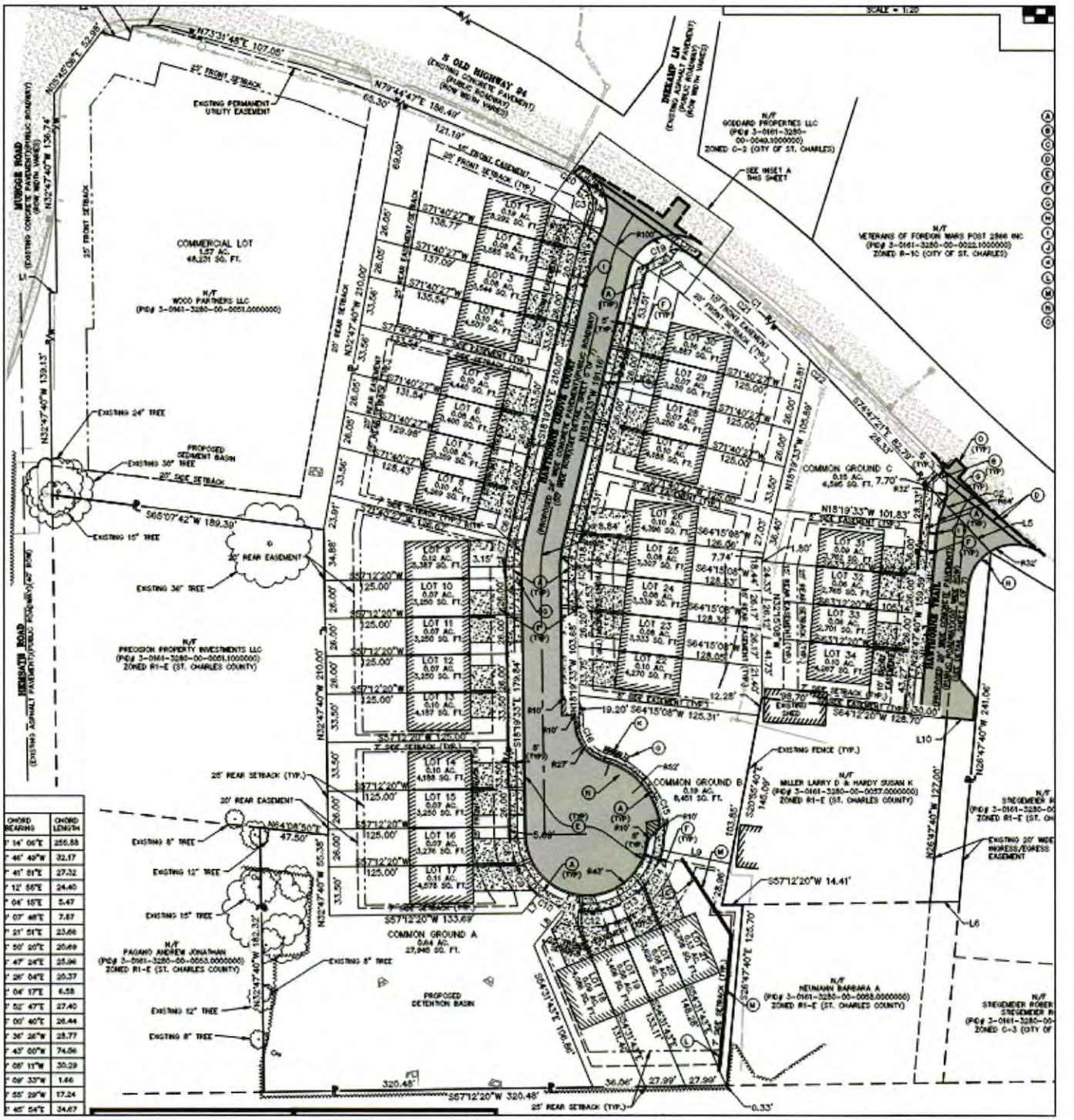


Figure 4: Submitted Site Plan.

Figure 5: Aerial view of subject property.

PRELIMINARY PLAT

VICINITY MAP
NO SCALE

DRAWING LEGEND

RIGHT-OF-WAY	R/W	NEW MAJOR CONTOUR	EX2
PROPERTY LINE		NEW MINOR CONTOUR	
EXISTING MAJOR CONTOUR	XXX	NEW SETBACK LINE	
EXISTING MINOR CONTOUR		NEW EASEMENT LINE	
EXISTING EASEMENT		NEW FENCE	
EXISTING FENCE		NEW STORM SEWER PIPE	SS
EXISTING OVERHEAD UTILITIES	OHU	NEW WATER LINE	
EXISTING WATER LINE	W	NEW SANITARY MAIN	SAN
EXISTING STORM SEWER	SS	NEW SANITARY LATERAL	LAT
EXISTING SANITARY LINE	SAN	SANITARY MANHOLE	
EXISTING SANITARY MANHOLE	S	STORM MANHOLE	
EXISTING SANITARY/STORM CLEAN-OUT	S/S	STORM INLET	
EXISTING CURB INLET		FLARED END SECTION	
EXISTING GRATED INLET		GRATED INLET	
EXISTING STORM MANHOLE		GRATED INLET WITH SIDE INTAKE	
EXISTING FLARED END SECTION		SIGN	
EXISTING SIGN		WATER VALVE	
EXISTING WATER VALVE		FIRE HYDRANT	
EXISTING FIRE HYDRANT		WATER METER	
EXISTING WATER METER		LIGHT	
EXISTING UTILITY POLE		NEW BUILDING	
EXISTING LIGHT		NEW STANDARD DUTY CONCRETE	
BENCHMARK		NEW CONCRETE PAVEMENT/SIDEWALK	
EXISTING TREE			
EXISTING TREELINE			
EXISTING BUILDING			
EXISTING ASPHALT PAVEMENT			
EXISTING CONCRETE PAVEMENT			
EXISTING GRAVEL			

SITE LEGEND

- (A) NEW CONCRETE SIDEWALK. SEE DETAIL, SHEET 5 OF 7.
- (B) NEW CONCRETE SIDEWALK PER CITY OF ST. CHARLES STANDARDS.
- (C) NEW ACCESSIBLE RAMP. SEE DETAIL, SHEET 5 OF 7.
- (D) NEW CROSSWALK. SEE DETAIL, SHEET 5 OF 7.
- (E) NEW CUL-DE-SAC.
- (F) NEW CONCRETE DRIVEWAY.
- (G) NEW STREET LIGHT. PER UTILITY PROVIDER.
- (H) NEW STOP AND STREET SIGN. SEE DETAIL, SHEET 5 OF 7.
- (I) NEW SPEED LIMIT SIGN. SEE DETAIL, SHEET 5 OF 7.
- (J) NEW MONUMENT SIGN. PER SEPARATE PERMIT.
- (K) NEW MAILBOX CLUSTER. SEE DETAIL, SHEET 5 OF 7.
- (L) NEW RETAINING WALL. SEE DETAIL, SHEET 5 OF 7.
- (M) NEW 4' TALL METAL FENCE. SEE DETAIL, SHEET 5 OF 7.
- (N) NEW PARKING AREA. SEE DETAIL, SHEET 6 OF 7.
- (O) CONTRACTOR TO SAW CUT EXISTING PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT.

NOTES:

1. TOTAL SITE ACREAGE: A 286,391 SQ. FT. OR ±6.57 ACRES
2. EXISTING ZONING: R1-E ST. CHARLES COUNTY
   PROPOSED ZONING: R-3A/C-2 CITY OF ST. CHARLES
3. BUILDING SETBACKS:
   R-3A SETBACKS
   FRONT – 25'
   REAR – 25'
   SIDE – 7'
   C-2 SETBACKS
   FRONT – 25'
   REAR – 0'/20' ADJOINING RESIDENTIAL
   SIDE – 0'/20' ADJOINING RESIDENTIAL
4. THE SITE LAND USE SHALL BE MULTI-FAMILY RESIDENTIAL AND COMMERCIAL
5. THIS SITE IS SERVED BY:
   WATER – MISSOURI AMERICAN WATER
   SEWER – CITY OF ST. CHARLES
   TELEPHONE – MO/AT&T
   ELECTRIC – AMEREN
   GAS – SPIRE MISSOURI EAST
   FIBEROPTIC – AT&T/CHARTER
   FIRE – CENTRAL COUNTY FIRE PROTECTION DISTRICT
6. THIS SITE FALLS WITHIN UNSHADED "ZONE X", AREAS TO BE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN, PER FIRM, FLOOD INSURANCE RATE MAP, FOR CITY OF ST. CHARLES, MISSOURI, MAP NUMBER 29183C0028G, EFFECTIVE DATE OF JANUARY 20, 2016. FLOOD ZONES ARE DETERMINED BY SCALING.
7. OFFSITE WILL BE MADE TO DIRECT DRAINAGE TO EXISTING DISCHARGE POINTS.
8. ALL UTILITIES ARE TO BE LOCATED UNDERGROUND.
9. THE SITE SHALL CONFORM TO THE CITY OF ST. CHARLES STANDARDS.
10. NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
11. THIS DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY.
12. LOCATION, REPLACEMENT, AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
13. ALL MECHANICAL, HVAC, AND UTILITY EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW ACCORDING TO CITY REQUIREMENTS.
14. STORMWATER SHALL BE DIRECTED TO EXISTING DISCHARGE POINTS.
15. ALL DISTURBED AREAS INTENDED FOR GRASS SHALL BE SODDED.
16. THE ADMINISTRATION OF THE LANDSCAPING PLAN FOR THIS PROJECT WILL BE ACCOMPLISHED VIA THE PROVIDED PLAN FOR LOCATION, TYPE, SIZE AND QUANTITY.
17. UNDERGROUND STRUCTURES, FACILITIES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, DEEDS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS NOT KNOWN.
18. ALL SIGNAGE SHALL BE PERMITTED VIA A SEPARATE PERMIT APPLICATION.

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 8, OF BLOCK 8, OF STEEN AND CUNNINGHAM'S 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-3 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 CUNNINGHAM'S 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 ROAD AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ANDREW JONATHAN PAGANO BY DOCUMENT 2022R-061680 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 33 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-016587 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, SAID POINT BEARS NORTH 53 DEGREES 31 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 33 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 31 MINUTES 10 SECONDS WEST 0.34 FEET FROM AN IRON PIPE ; THENCE SOUTH 68 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 30 SECONDS EAST 3.19 FEET FROM AN IRON PIPE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, NORTH 22 DEGREES 47 MINUTES 40 SECONDS WEST 139.13 FEET; NORTH 57 DEGREES 12 MINUTES 20 SECONDS EAST 5.00 FEET; THENCE NORTH 33 DEGREES 47 MINUTES 40 SECONDS WEST 138.74 FEET; THENCE NORTH 05 DEGREES 46 MINUTES 08 SECONDS EAST 52.98 FEET TO THE SOUTH RIGHT OF WAY OF STATE HIGHWAY 64, A VARIABLE WIDTH PUBLIC ROADWAY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES, NORTH 73 DEGREES 31 MINUTES 48 SECONDS EAST 20.00 FEET; THENCE NORTH 16 DEGREES 09 MINUTES 12 SECONDS WEST 10.00 FEET; THENCE NORTH 57 DEGREES 12 MINUTES 19 SECONDS EAST 31.86 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 48 SECONDS EAST 107.05 FEET; THENCE NORTH 79 DEGREES 44 MINUTES 47 SECONDS EAST 198.49 FEET TO A IRON 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 31 SECONDS EAST 82.70 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 48 SECONDS EAST 38.70 FEET TO A POINT ON THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO STEGMEIER, 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 38 MINUTES 36 SECONDS WEST 108.33 FEET FROM AN IRON ROD; THENCE ALONG THE WEST LINE OF SAID STEGMEIER TRACT SOUTH 28 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 8853, PAGE 1694 OF THE ST. CHARLES COUNTY MISSOURI RECORDS; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 28 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 145.08 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 3748, PAGE 1430 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 CONVEYED TO SECURITY STORAGE SYSTEMS, LLC BY A DEED RECORDED IN BOOK 6098, 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

LINE TABLE

LINE #	BEARING	LENGTH
L1	S57° 12' 19.96"W	5.00
L2	S73° 31' 48.98"W	20.00
L3	S16° 09' 12.04"E	10.00
L4	S57° 12' 18.88"W	21.89
L5	N75° 18' 46.33"W	26.70
L6	N57° 12' 20.04"E	20.11
L7	N07° 18' 12.86"E	16.34
L8	S07° 18' 12.86"W	32.01
L9	N89° 04' 20.16"E	47.35
L10	N63° 12' 20.04"E	20.00

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	256.81	872.19	S83° 14' 06"E	255.88
C2	32.17	930.00	N75° 46' 49"W	32.17
C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 13' 55"E	24.40
C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.59	125.00	S27° 21' 51"E	23.56
C8	20.82	54.00	S43° 30' 30"E	20.69
C9	26.21	54.00	S68° 47' 24"E	25.96
C10	20.48	54.00	N86° 26' 04"E	20.37
C11	8.59	54.05	N72° 04' 17"E	8.58
C12	27.71	54.00	N53° 52' 47"E	27.40
C13	26.71	54.00	N25° 00' 40"E	26.44
C14	29.12	54.00	N04° 36' 26"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.58
C16	32.54	25.00	N70° 05' 11"W	30.29
C17	1.66	75.00	N32° 06' 33"E	1.66
C18	17.28	75.00	N24° 55' 29"W	17.24
C19	41.77	20.14	N35° 45' 54"E	34.67
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	109.14	872.19	N81° 01' 17"W	109.07
C22	40.14	872.19	N76° 07' 06"W	40.13

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC.
4481 STATE HWY Z
WENTZVILLE, MO 63385

COCHRAN
North Office: 9 East Main Street, Wentzville, Missouri 63385
636-333-4574 (fax) 636-327-0760 (fax)
• Civil Engineering • Land Surveying • Architecture • Site Development • Water Resources • Mission Planning
Missouri State Certificate of Authority Number: 2010000244

"Any activity that will disturb more than one (1) acre of land must be permitted under the MO-SCR-20 permit for construction required by Rule 10 CSR 20-6.200 (rule & regulation) and must comply with all requirements of the rule including, but not limited to, SWPPP."

"All CDNR rules & regulations governing construction required by Rules of Missouri Dept. of Natural Resources shall be strictly adhered to."

ERIC S. KIRCHNER
E-2010004618

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

NO.	DESCRIPTION	BY
1	PER CITY COMMENTS	ESK
2	PER CITY COMMENTS	ESK

PRELIMINARY PLAT - SITE PLAN

DRAWN BY: ERH
CHECKED BY: ESK
DATE: SEPT 2025
SCALE: 1:40
PROJECT NO.: M23-87408
SHEET NO.: 1 OF 7

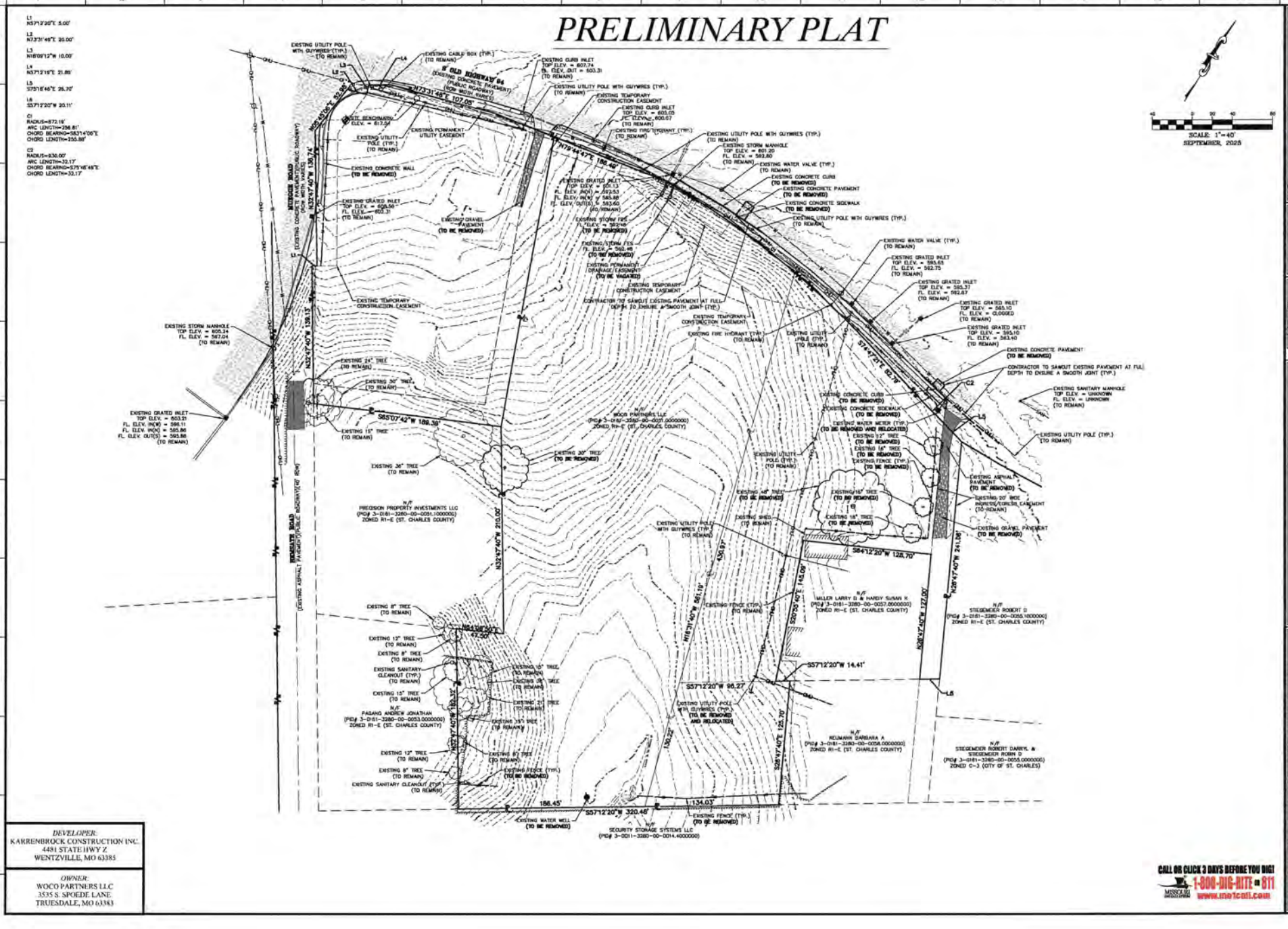
PROJECT DENSITY
RESIDENTIAL PROPERTY = 5.00 AC.
34 PROPOSED UNITS
34/5.00 = 6.80
DWELLINGS PER ACRE = 6.80

NOTE:
LOTS 18 THROUGH 21 ARE MORE SUSCEPTIBLE TO STREET MOVEMENT.

NOTE:
ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. ALL RADIUS CALLOUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
1-800-DIG-RITE or 811
www.mo1call.com

PRELIMINARY PLAT



DEVELOPER:
KARRENBROCK CONSTRUCTION INC.
4481 STATE HWY Z
WENTZVILLE, MO 63385

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

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• Civil Engineering • Land Surveying • Architecture • Site Development • Water Resource Engineering • Master Planning
Missouri State Certificate of Authority Numbers: 2010000049

Two working days prior to the start of any excavation, call 1-800-DIG-RITE for utility locations (Missouri).

All SDSK rules & regulations must be followed during construction, required by Good Housekeeping Practices (for Erosion & Sediment Control).

ERIC S. KIRCHNER E-2010004818

ERIC ROOT KIRCHNER E-2010004818 12/1/2025

ERIC S KIRCHNER E-2010004818

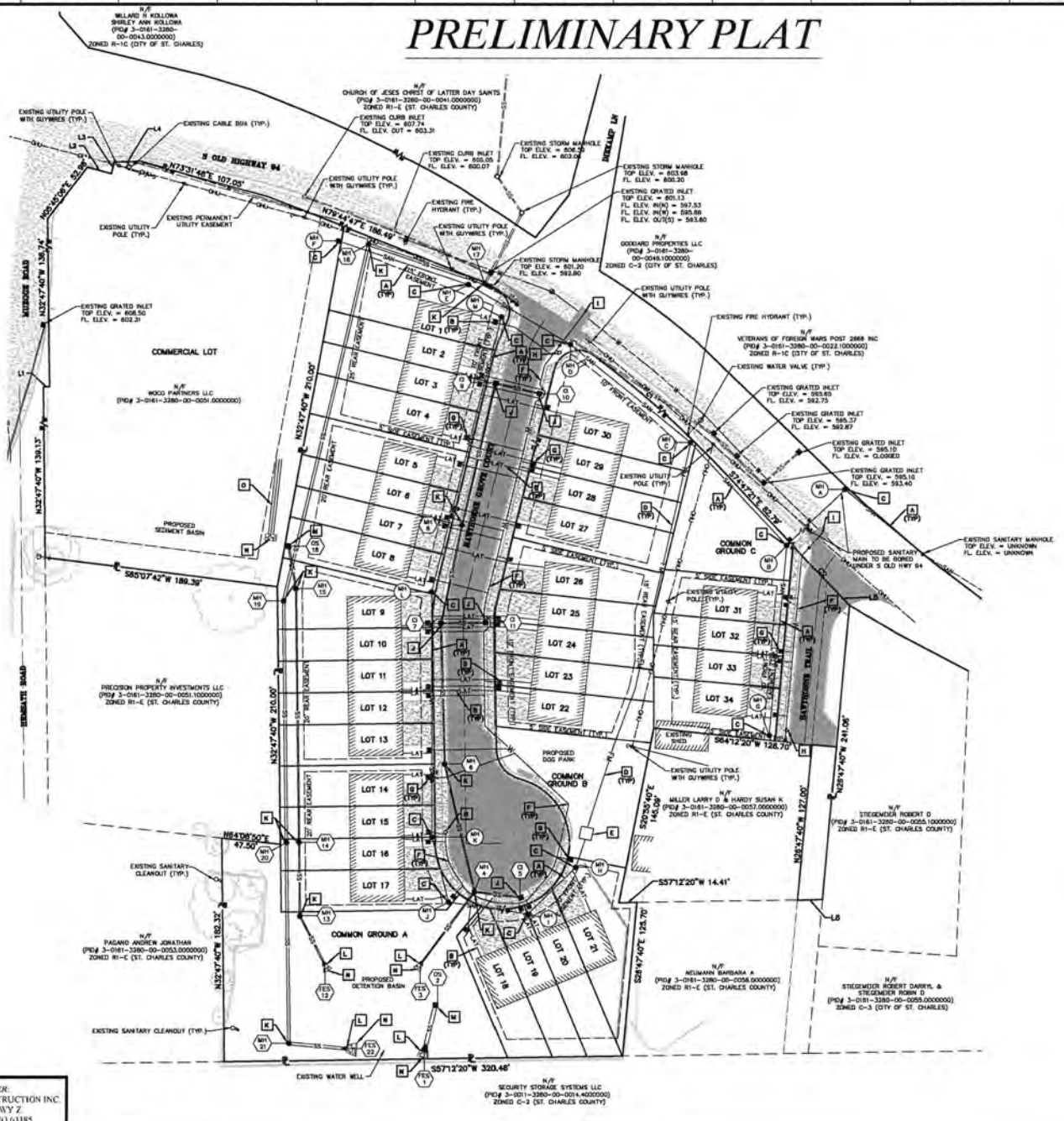
PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

DATE	DESCRIPTION	BY	APP'D BY
11/3/25	PER CITY COMMENTS	MSC	ESK
12/1/25	PER CITY COMMENTS	MSC	ESK

PRELIMINARY PLAT - EXISTING CONDITIONS

DRAWN BY: ERH
APP'D BY: ESK
DATE: SEPT. 2025
SCALE: 1:40
DRAWING NO.: M23-8740B
SHEET NO.: 2 OF 7

PRELIMINARY PLAT



UTILITY LEGEND

A	NEW 8"ø SDR 35 PVC SANITARY MAIN.
B	NEW 6"ø SDR 35 PVC SANITARY LATERAL.
C	NEW SANITARY MANHOLE.
D	NEW FORCE MAIN.
E	NEW LIFT STATION.
F	NEW 8"ø C900 PVC WATER MAIN.
G	NEW WATER METER/SERVICE LINE.
H	NEW FIRE HYDRANT.
I	CONNECT TO EXISTING WATER MAIN.
J	NEW CURB INLET.
K	NEW STORM MANHOLE.
L	NEW FLARED END SECTION.
M	NEW OUTFALL STRUCTURE.
N	NEW RIP RAP PAD.
O	TEMPORARY SLOPE DRAINS.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 13' 18.95"W	5.00
L2	S73° 31' 48.66"W	20.00
L3	S18° 09' 12.04"E	10.00
L4	S57° 13' 18.66"W	21.88
L5	N75° 15' 46.32"W	26.70
L6	N57° 12' 20.04"E	20.11
L7	N07° 18' 12.86"E	16.34
L8	S07° 18' 12.86"W	32.01
L9	N69° 04' 20.16"E	47.33

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	256.01	872.19	S83° 14' 08"E	255.08
C2	32.17	830.00	N75° 46' 46"W	32.17
C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 12' 55"E	24.40
C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.68	125.00	S27° 21' 51"E	23.66
C8	20.82	54.00	S43° 50' 20"E	20.69
C9	26.31	54.00	S68° 47' 24"E	25.96
C10	20.46	54.00	N86° 26' 04"E	20.33
C11	6.58	54.00	N72° 04' 17"E	6.58
C12	27.71	54.00	N53° 52' 47"E	27.40
C13	26.71	54.00	N25° 00' 40"E	26.44
C14	29.12	54.00	N04° 36' 28"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.58
C16	32.54	25.00	N70° 05' 11"W	30.29
C17	1.66	75.00	N32° 08' 33"W	1.66
C18	17.28	75.00	N24° 55' 28"W	17.24
C19	41.77	20.14	N35° 45' 54"E	34.67
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	109.14	872.19	N81° 01' 17"W	109.07
C22	40.14	872.19	N76° 07' 06"W	40.13

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC.
4481 STATE HWY Z
WENTZVILLE, MO 63385

NOTE: ALL WATER MAINS DEEPER THAN THE MAXIMUM COVER OF 72" SHALL BE RESTRAINED DIP MATERIAL.

NOTE: MINIMUM 10' OF HORIZONTAL SEPARATION BETWEEN WATER AND SANITARY MAINS.

NOTE: THE WATER DISTRICT REQUIRES A MINIMUM OF 42" AND A MAXIMUM OF 72" OF COVER OVER ITS WATER MAINS.

NOTE: ALL WATER AND SANITARY CONNECTIONS ARE TO BE MISSOURI AMERICAN STANDARDS.

NOTE: ALL METER PITS ARE TO BE INSTALLED IN "GREENSPACE" PER WATER DISTRICT SPECIFICATIONS.

NOTE: THE STORMWATER ON-SITE SHALL ALL BE DIRECTED TO THE PROPOSED DETENTION BASIN LOCATED IN COMMON GROUND A. THIS DETENTION BASIN IS TO BE UTILIZED FOR THE ENTIRE SITE.

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Missouri State Certificate of Authority Numbers: 2010000048

"For working days prior to the start of any excavation call 1-800-DIG-RITE for utility location."

"All State rules & regulations established by the Dept. of Natural Resources must be strictly followed during grading, etc."

ERIC SCOTT KIRCHNER E-2010004618 DATE 11/21/25

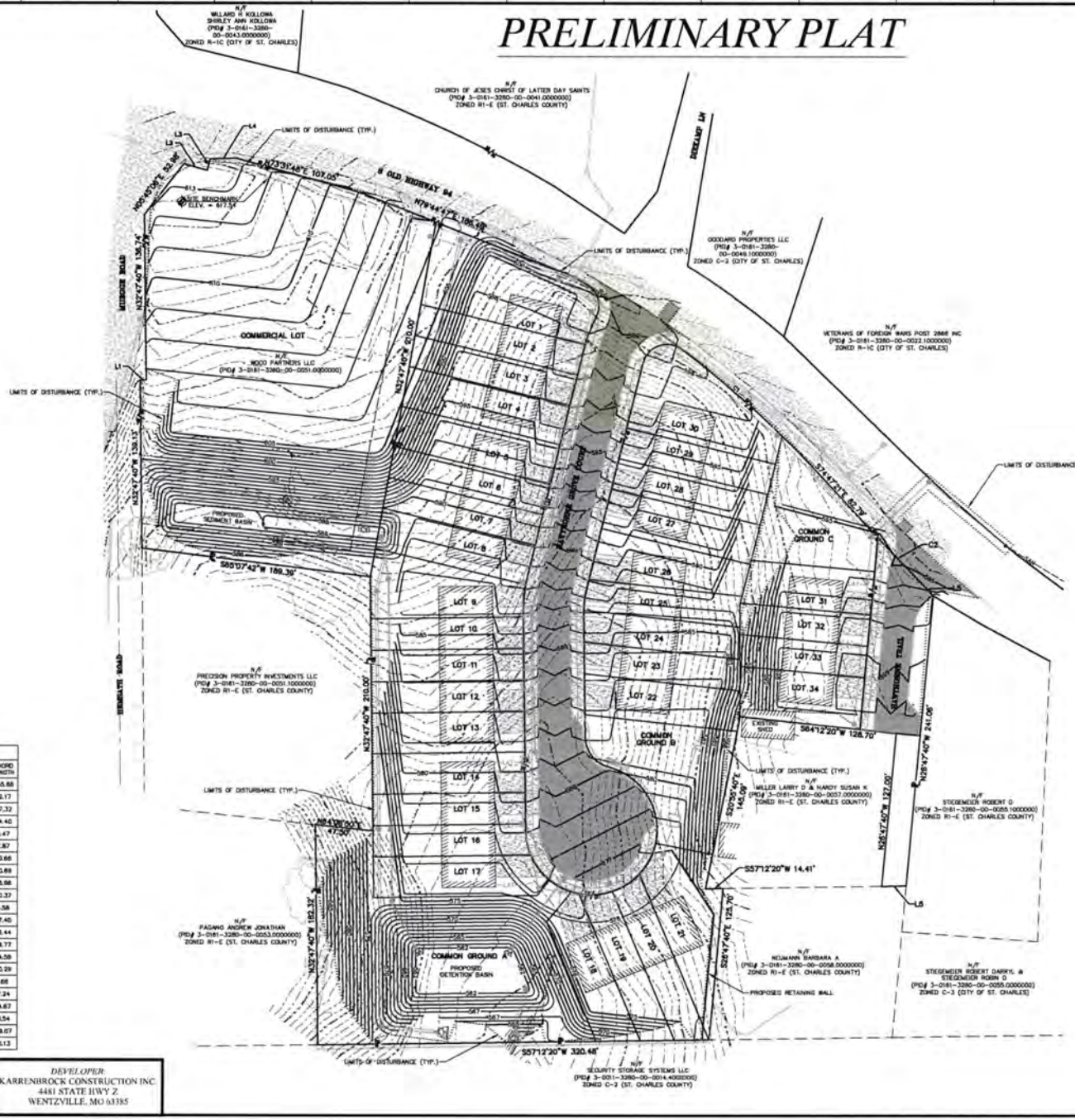
PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

REV #	DATE	BY
1	11/3/25	PER CITY COMMENTS
2	12/1/25	PER CITY COMMENTS

DRAWN BY: ERH
CHECKED BY: ESK
DATE: SEPT. 2025
SCALE: 1:40
PROJECT NO.: M23-8740B
SHEET NO.: 3 OF 7

PRELIMINARY PLAT - UTILITY PLAN

PRELIMINARY PLAT



SCALE: 1"=40'
SEPTEMBER, 2025

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 12' 19.96"W	3.00
L2	S72° 31' 48.96"W	20.00
L3	S18° 09' 12.04"E	10.00
L4	S57° 12' 18.88"W	21.89
L5	N75° 18' 48.32"W	26.70
L6	N57° 12' 20.04"E	20.11
L7	N07° 18' 12.88"E	16.34
L8	S07° 18' 12.88"W	33.01
L9	N89° 04' 25.18"E	47.35

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	256.81	872.19	S83° 14' 08"E	255.88
C2	32.17	630.00	N75° 46' 48"W	32.17
C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 12' 55"E	24.40
C5	3.48	125.00	S17° 04' 15"E	3.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	23.69	125.00	S27° 21' 51"E	23.66
C8	20.82	54.00	S43° 50' 20"E	20.69
C9	26.21	54.00	S68° 47' 24"E	25.96
C10	20.49	54.00	N88° 25' 04"E	20.37
C11	6.58	54.00	N72° 04' 17"E	6.58
C12	27.71	54.00	N53° 52' 47"E	27.40
C13	26.71	54.00	N25° 00' 40"E	26.44
C14	29.12	54.00	N04° 36' 26"W	28.77
C15	82.20	54.00	N63° 43' 00"W	74.58
C16	32.54	25.00	N70° 05' 11"W	30.29
C17	1.66	75.00	N32° 09' 33"W	1.66
C18	17.28	75.00	N24° 55' 28"W	17.24
C19	41.77	30.14	N35° 45' 54"E	24.67
C20	13.54	872.19	S88° 46' 28"W	13.54
C21	108.14	872.19	N81° 01' 17"W	108.07
C22	40.14	872.19	N76° 07' 06"W	40.13

NOTE:
PROVIDE CITY WITH A COPY OF GRADING COMPACTION TEST RESULTS.

NOTE:
ALL SPOT ELEVATIONS SHOWN ON THIS PLAN ARE TOP OF PAVEMENT UNLESS OTHERWISE NOTED.

SITE DISTURBANCE
TOTAL SITE AREA = 6.57 AC.
DISTURBED AREA = 6.38 AC.

GRADING QUANTITY:

CUT - 9,325 CY.
FILL - 34,338 CY.

NOTE:
THESE QUANTITIES ARE RAW NUMBERS. THE CONTRACTOR SHALL NOT USE THESE NUMBERS AS THEIR BID QUANTITIES. THE CONTRACTOR SHALL DETERMINE THEIR OWN QUANTITIES.

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www.mofcall.com

OWNER:
WOCO PARTNERS LLC
3535 S. SPOEDE LANE
TRUESDALE, MO 63383

DEVELOPER:
KARRENBROCK CONSTRUCTION INC.
4481 STATE HWY Z
WENTZVILLE, MO 63385

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5 East 16th Street
Kirkville, Missouri 63501
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Missouri State Certificate of Authority Number: 2010000048

Two working days prior to the start of any excavation call 1-800-DIG-RITE for the location of underground utilities.

All CDNA runs to a registered professional engineer licensed to practice in the State of Missouri.

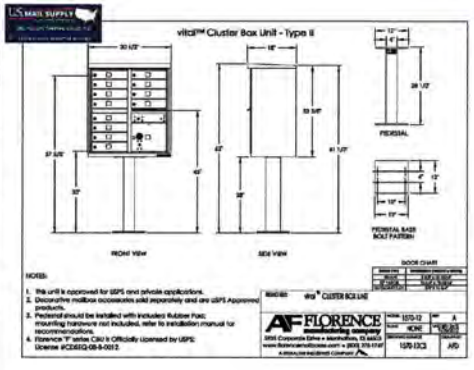
ERIC S. BROCKNER
E-2010004418
12/1/2025

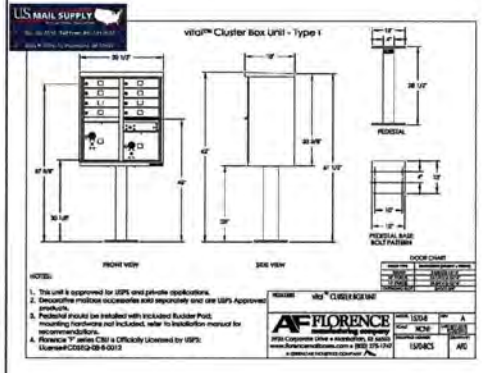
PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

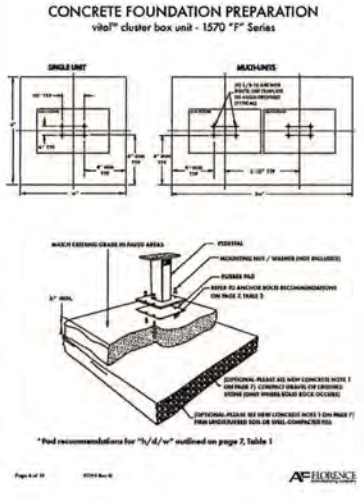
DATE	DESCRIPTION	BY
11/3/25	PER CITY COMMENTS	ESK
12/1/25	PER CITY COMMENTS	ESK

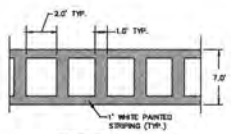
DRAWN BY: ERH
CHECKED BY: ESK
DATE: SEPT. 2025
SCALE: 1:40
JOB NO.: N23-8740B

PRELIMINARY PLAT - GRADING PLAN

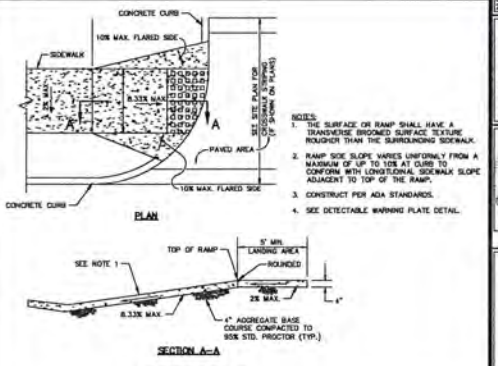






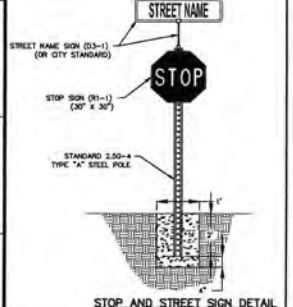


CROSSWALK DETAIL
NO SCALE



1. THE SURFACE OR RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
2. RAMP SIDE SLOPE VARIES UNIFORMLY FROM A MAXIMUM OF UP TO 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP.
3. CONSTRUCT PER ADA STANDARDS.
4. SEE DETECTABLE WARNING PLATE DETAIL.

ADA RAMP DETAIL
NO SCALE



STOP AND STREET SIGN DETAIL
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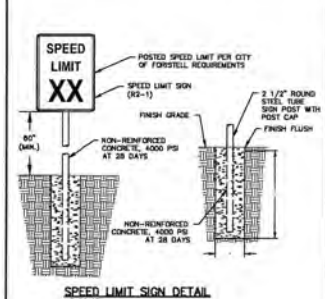
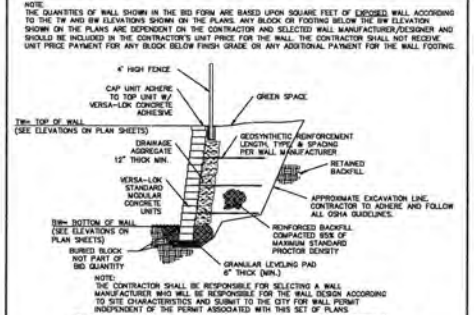
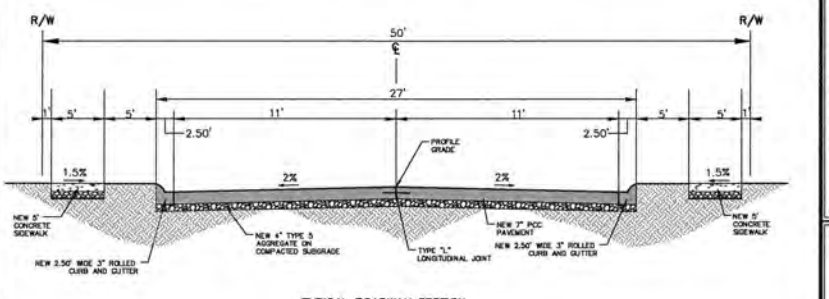


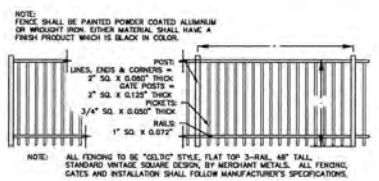
SPEED LIMIT SIGN DETAIL
NO SCALE



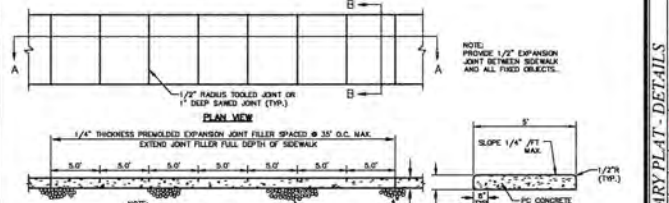
TYPICAL SECTION REINFORCED RETAINING WALL DETAIL
NO SCALE



TYPICAL ROADWAY SECTION
NO SCALE



METAL FENCE DETAIL
NO SCALE



CONCRETE SIDEWALK DETAIL
NO SCALE

OWNER:	DEVELOPER:
WOCO PARTNERS LLC 3535 S. SPOEDE LANE TRUESDALE, MO 63383	KARRENBROCK CONSTRUCTION INC 4481 STATE HWY Z WENTZVILLE, MO 63385

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COCHRAN
Missouri State Certificate of Authority Numbers: 2010000048

Per existing stop plan to be filed with commercial call 1-800-DIG-RITE for underground locations.

All ADA ramps & inspection shall be in accordance with construction required by State and Federal law (ADA Standards 2010).

ERIC SCOTT KIRCHNER
NUMBER E-2010004818
11/3/2025

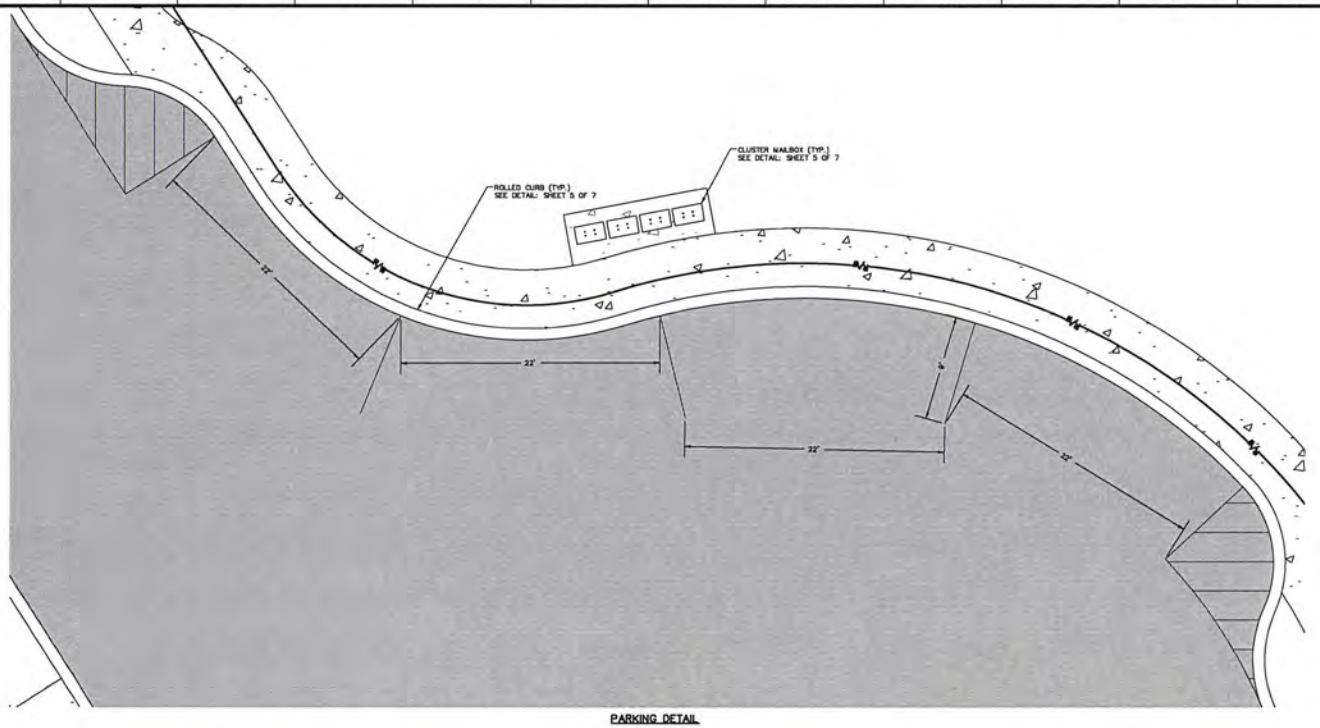
ERIC S. KIRCHNER
E-2010004818

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

DATE	BY	COMMENTS
11/3/25	ERH	PER CITY COMMENTS

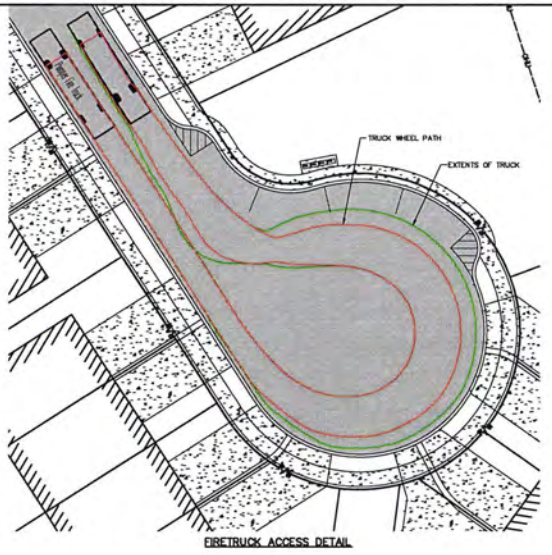
PRELIMINARY PLAT - DETAILS

DRAWN BY	ERH
CHECKED BY	ESK
DATE	SEPT. 2025
SCALE	NO SCALE
PROJECT NO.	M23-8740B
SHEET NO.	5 OF 7



PARKING DETAIL

SCALE: 1"=5'
SEPTEMBER, 2025



FIRETRUCK ACCESS DETAIL

SCALE: 1"=20'
SEPTEMBER, 2025

OWNER:	DEVELOPER:
WOCO PARTNERS LLC 3535 S. SPOEDE LANE TRUESDALE, MO 63383	KARRENBROCK CONSTRUCTION INC. 4481 STATE HWY Z WENTZVILLE, MO 63385

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• General Contracting
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Missouri State Certificate of Authority Numbers: 2010000248

Two working days prior to the start of excavation call 1-800-DIG-RITE for utility location information.

All SDMA rules & regulations shall be followed during construction required by these plans and by SDMA, and the following, which are hereby made a part of these plans.

STATE OF MISSOURI
ERIC SCOTT KIRCHNER
E-2007004618
ERIC S. KIRCHNER
E-2007004618

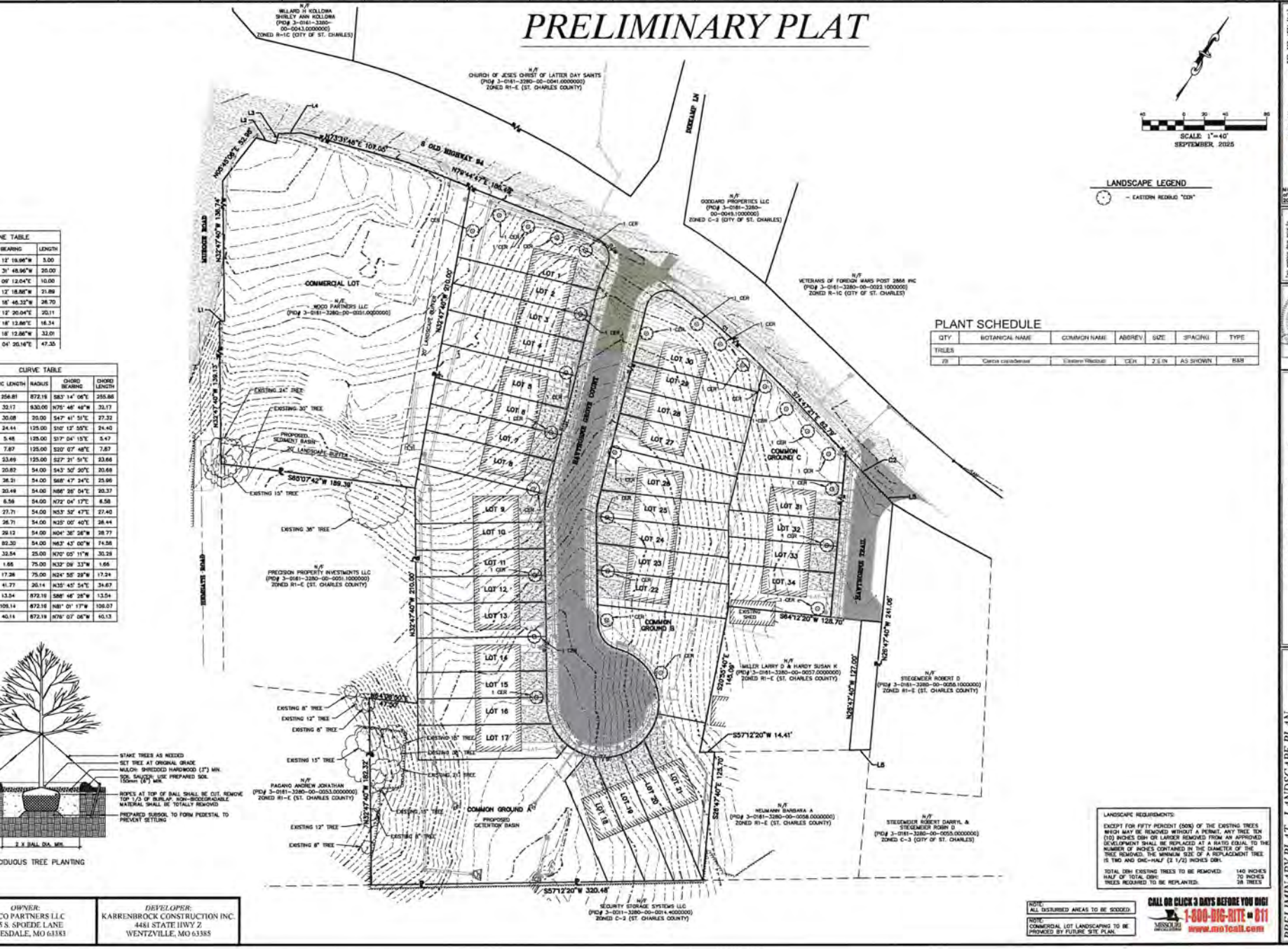
PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

APP'D BY	DATE	REVISIONS
WBC	11/3/25	PER CITY COMMENTS
WBC	12/1/25	PER CITY COMMENTS

PRELIMINARY PLAT - DETAILS

DRN BY: ERH
APP'D BY: ESK
DATE: SEPT. 2025
SCALE: VARIES
JOB NO.: M23-8740B
SHEET NO.: 6 OF 7

PRELIMINARY PLAT



SCALE: 1"=40'
SEPTEMBER, 2025

LANDSCAPE LEGEND

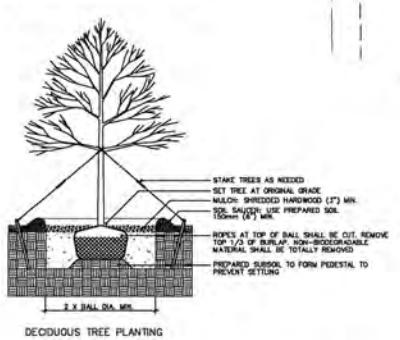
- EASTERN REDBUD "CER"

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57° 12' 19.96"W	3.00
L2	S73° 31' 48.96"W	20.00
L3	S18° 09' 12.04"E	10.00
L4	S57° 12' 18.88"W	21.89
L5	N75° 16' 46.33"W	28.70
L6	N37° 13' 20.04"E	20.11
L7	N07° 18' 12.86"E	16.34
L8	S07° 18' 12.86"W	32.01
L9	N69° 04' 20.16"E	47.35

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	256.81	872.19	S83° 14' 06"E	255.86
C2	33.17	930.00	N75° 48' 48"W	33.17
C3	30.08	20.00	S47° 41' 51"E	27.32
C4	24.44	125.00	S10° 13' 55"E	24.40
C5	5.48	125.00	S17° 04' 15"E	5.47
C6	7.87	125.00	S20° 07' 48"E	7.87
C7	33.69	125.00	S27° 21' 51"E	33.66
C8	20.82	54.00	S43° 32' 20"E	20.69
C9	26.21	54.00	S68° 47' 24"E	25.96
C10	20.49	54.00	N86° 26' 04"E	20.37
C11	6.56	54.00	N72° 04' 17"E	6.56
C12	27.71	54.00	N53° 32' 47"E	27.40
C13	26.71	54.00	N25° 00' 40"E	26.44
C14	29.12	54.00	N04° 36' 26"W	28.77
C15	82.30	54.00	N63° 43' 00"W	74.56
C16	32.54	25.00	N70° 05' 11"W	30.28
C17	1.66	75.00	N32° 09' 33"W	1.66
C18	17.26	75.00	N24° 55' 29"W	17.24
C19	41.77	26.14	N35° 45' 54"E	34.67
C20	13.54	872.19	S88° 48' 28"W	13.54
C21	109.14	872.19	N81° 01' 17"W	109.07
C22	40.14	872.19	N76° 07' 06"W	40.13

PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	ABBREV	SIZE	SPACING	TYPE
TREES						
29	Cercis canadensis	Eastern Redbud	CER	2.5 IN	AS SHOWN	B&B



DECIDUOUS TREE PLANTING

LANDSCAPE REQUIREMENTS:

EXCEPT FOR FIFTY PERCENT (50%) OF THE EXISTING TREES WHICH MAY BE REMOVED WITHOUT A PERMIT, ANY TREE TEN (10) INCHES DBH OR LARGER REMOVED FROM AN APPROVED DEVELOPMENT SHALL BE REPLACED AT A RATIO EQUAL TO THE NUMBER OF INCHES CONTAINED IN THE DIAMETER OF THE TREE REMOVED. THE MINIMUM SIZE OF A REPLACEMENT TREE IS TWO AND ONE-HALF (2 1/2) INCHES DBH.

TOTAL DBH EXISTING TREES TO BE REMOVED:	140 INCHES
HALF OF TOTAL DBH:	70 INCHES
TREES REQUIRED TO BE REPLANTED:	28 TREES

NOTE:
ALL DISTURBED AREAS TO BE SEEDED

NOTE:
COMMERCIAL LOT LANDSCAPING TO BE PROVIDED BY FUTURE SITE PLAN.

OWNER:	DEVELOPER:
WOCO PARTNERS LLC 3535 S. SPOEDE LANE TRUESDALE, MO 63383	KARRENBROCK CONSTRUCTION INC. 4481 STATE HWY Z WENTZVILLE, MO 63385

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
1-800-DIG-RITE or 811
www.mo1call.com

OCHRAN
North Office
5 East Main Street
Hillsboro, Missouri 63050
636-332-4574 (tel.)
636-327-0760 (fax)
• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• Construction Staking
• Master Planning
Missouri State Certificate of Authority Numbers:
2010000048

"Iwo working days prior to the start of any excavation call 1-800-DIG-RITE for utility location."

All ODNR rules & regulations shall be followed during construction required by these plans and by utility locate & marking, where applicable.

STATE OF MISSOURI
ERIC SCOTT KIRCHNER
E-2010004818
12/1/2025
ERIC S. KIRCHNER
E-2010004818

PRELIMINARY PLAT
HAWTHORNE GROVE
ST. CHARLES, MISSOURI

NO.	DATE	BY
1	11/3/25	ESK
2	12/1/25	ESK

DRAWN BY:	ERH
CHECKED BY:	ESK
DATE:	SEPT. 2025
SCALE:	1:40
JOB NO.	423-87408
SHT. NO.	7 OF 7

PRELIMINARY PLAT - LANDSCAPE PLAN

FRONT ELEVATION "A" FRONT ELEVATION "B"

FRONT ELEVATION "B" FRONT ELEVATION "C" FRONT ELEVATION "B"

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]]**

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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.**

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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.

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(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]**

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

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(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:

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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.**

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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.

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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.

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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.

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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.

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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;

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.

STATE OF MISSOURI
NICHOLAS COATES
NUMBER PLS-2008000716
PROFESSIONAL LAND SURVEYOR

12/4/25

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. Finance Dir. Dir. of Admin.

Z-2025-17

Subject Property
1735
1740
1744
1754
1722
1718
1712
1765
1769
1775
1801

Bill No. 14048 Ordinance No. _____

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 Magdziarz 12/17/25

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

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

GENERAL NOTES

1. BASIS OF BEARINGS ADOPTED FROM THE VESTING DEED FOR PROPERTY CONVEYED TO A TO Z HOLDINGS XII, LLC ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 3692 PAGE 3043 OF THE ST. CHARLES COUNTY RECORDS.
2. ALL TIES SHOWN HEREON ARE PERPENDICULAR TO THE PROPERTY LINES TO WHICH THEY ARE TIED UNLESS NOTED OTHERWISE.
3. WE HAVE DETERMINED THE HORIZONTAL LOCATION OF THIS TRACT OF LAND IN ST. CHARLES COUNTY, MISSOURI, BY SCALING THE PROPERTY IN REFERENCE TO THE FOLLOWING FLOOD INSURANCE RATE MAP (FIRM), ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 29183C0228G, MAP NUMBER 29183C0228G, WITH AN EFFECTIVE DATE OF JANUARY 20, 2016. BY EXPRESS REFERENCE TO THIS MAP AND ITS LEGEND, THIS TRACT OF LAND IS INDICATED TO BE WITHIN THE FOLLOWING ZONES:
   - ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   - ZONE X (SHADED) – OTHER FLOOD AREAS – AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
   - ZONE AE – SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD – BASE FLOOD ELEVATIONS DETERMINED.
4. THE SUBJECT PROPERTY CONTAINS 0 REGULAR PARKING SPACES AND 0 HANDICAPPED PARKING SPACES. THIS INCLUDES ONLY PARKING SPACES WHICH ARE CLEARLY DESIGNATED BY STRIPING ON THE GROUND.
5. THERE WAS NO OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WHILE CONDUCTING THE FIELDWORK OF THIS SURVEY.
6. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WHILE CONDUCTING THE FIELDWORK OF THIS SURVEY. THE SURVEYOR IS NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.
7. THIS SURVEY CONFORMS TO CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS UNDER THE RULES OF THE DEPARTMENT OF COMMERCE AND INSURANCE (20 CSR 2030-16).

TITLE COMMITMENT NOTES

THIS PROPERTY AND THE EASEMENTS THEREOF ARE REFERENCED IN A TITLE COMMITMENT ISSUED BY TITLE PARTNERS AGENCY, LLC, COMMITMENT FILE NO. 25-345815-MK, WITH AN EFFECTIVE DATE OF MAY 23, 2025. THIS TITLE COMMITMENT WAS RELIED UPON TO DISCLOSE ALL EASEMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THIS PROPERTY.

SCHEDULE B – SECTION II ITEMS ARE AS FOLLOWS:

1. NO COMMENT BY THE SURVEYOR.
2(a) PROPERTY MAY BE SUBJECT TO RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
2(b) PROPERTY MAY BE SUBJECT TO EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
3(a)-3(e) NO COMMENT BY THE SURVEYOR
3 THRU 5. NO COMMENT BY THE SURVEYOR.
6. PROPERTY SUBJECT TO PERMANENT STORM SEWER EASEMENT AND A TEMPORARY SLOPE CONSTRUCTION EASEMENT GRANTED TO ST. CHARLES COUNTY ACCORDING TO INSTRUMENT RECORDED IN BOOK 1348 PAGE 210, LOCATED AS SHOWN HEREON.
7. NO COMMENT BY THE SURVEYOR.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE TAKEN FROM UTILITY LOCATIONS AS CONTRACTED THROUGH DIGRITE AND MARKED IN THE FIELD BY VARIOUS UNDERGROUND UTILITY LOCATORS, INCLUDING USIC.

DIGRITE TICKET NUMBER: #20515629OO (06/09/2025).

AMEREN MISSOURI ELECTRIC: "CLEAR/NO CONFLICT" PER EMAIL MESSAGE FROM TICKETCHECK.
ATT DISTRIBUTION: "MARKED" PER EMAIL MESSAGE FROM TICKETCHECK.
CITY OF ST. CHARLES: "MARKED" PER EMAIL MESSAGE FROM TICKETCHECK.
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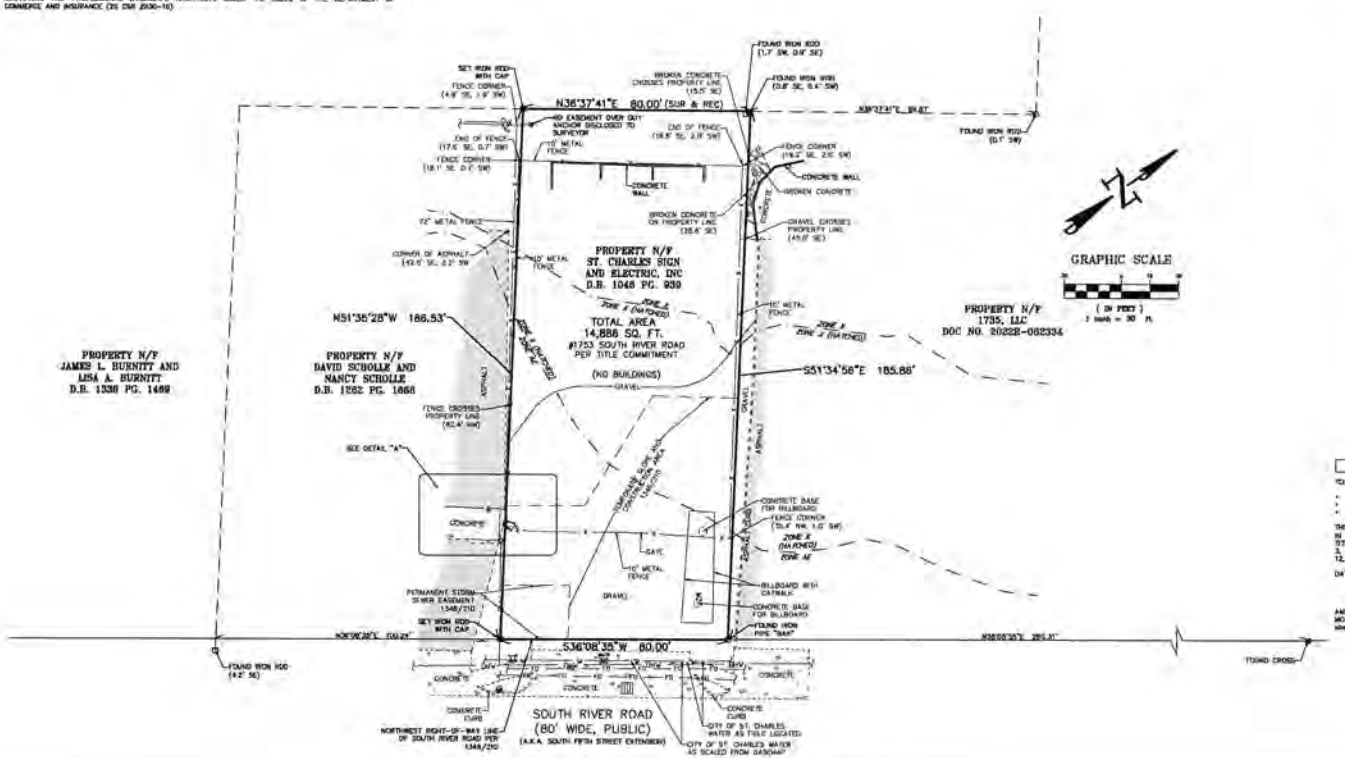
SITE IS SUBJECT TO PRIVATE UTILITY INSTALLATIONS. PRIVATE UTILITY INSTALLATIONS DO NOT APPEAR ON UTILITY BASE MAPS, NOR DO UTILITY LOCATORS MARK PRIVATE UTILITIES.

PROPERTY DESCRIPTION FROM TITLE COMMITMENT

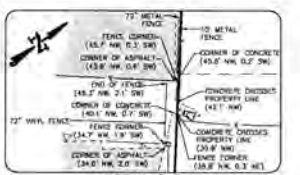
A TRACT OF LAND BEING PART OF LOT NO. 9, BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES, TOWNSHIP 46 NORTH, RANGE 5 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF LOTS NOS. 43 AND 44, LOTS NOS. 38 AND 39 OF BLOCK NO. 2 OF SAID ST. CHARLES COMMONS, TOWNSHIP 46 NORTH, RANGE 5 EAST; THENCE NORTH 21°30' EAST 113.5 FEET TO AN OLD STONE; THENCE SOUTH 56°52' EAST 1440.0 FEET TO AN OLD STONE ON THE WEST LINE OF A COUNTY ROAD KNOWN AS THE UPPER RIVER ROAD; THENCE SOUTH 38°13' WEST ALONG SAID WEST LINE OF SAID COUNTY ROAD 185 FEET TO A CONCRETE POST FOR CORNER; THENCE SOUTH 38°41' WEST ALONG SAID COUNTY ROAD LINE 100.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 38°41' WEST ALONG SAID COUNTY ROAD LINE 80.0 FEET TO AN OLD IRON PIPE; THENCE LEAVING SAID COUNTY ROAD LINE NORTH 50° WEST 238.0 FEET TO AN OLD IRON PIPE; THENCE NORTH 38°13' EAST 80.0 FEET TO A POINT; THENCE SOUTHEASTWARDLY TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART CONVEYED TO ST. CHARLES COUNTY BY DEED RECORDED IN BOOK 1348 PAGE 210.



LEGEND

FLARED END SECTION	WATER FAUCET
GRATED INLET	TREE
ELECTRIC METER	BUSH
WATER METER	TREE STUMP
FIRE HYDRANT	CONCRETE
MAILBOX	ASPHALT
SIGN	GRAVEL
POWER POLE	OVERHEAD UTILITIES
GUY WIRE	BURIED WATER
CROSS	FENCE LINE
FOUND MONUMENT	
SURVEYED DISTANCE	
RECORD DISTANCE	



DETAIL "A"
1"=10'

ALTA/NSPS SURVEYOR'S CERTIFICATION

TO:

- THE WELLINGTON GROUP
- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
- TITLE PARTNERS AGENCY, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, 13, 16 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 12, 2025.

DATE OF PLAT OR MAP: JUNE 25, 2025

ANDY D. WEIR
MO LICENSE NO. PLS-2015017835
aweir@bayengineering.com

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

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

REVISIONS

BAY
ENGINEERING
PLANNING
SURVEYING
121 Point Vest Blvd.
St. Charles, MO 63301
636-925-0552
FAX 925-1713
Bax Engineering Company, Inc.
Missouri State Certificate of Authority Engineering #002600
Missouri State Certificate of Authority Surveying #000144

06/25/2025 DATE
04-13125E PROJECT NUMBER
1 of 1 SHEET OF
13125E ALTA FILE NAME
JH/CM ADB DRAWN CHECKED
MV 6/12 SURVEY BY DATE

EXHIBIT A

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. Finance Dir. Dir. of Admin.

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 I1 Light Industrial District
REQUESTED ZONING:	City I-1 Light Industrial District

SURROUNDING ZONING:

Direction	***Zoning***	***Land Use***
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 I1 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/NSPS LAND TITLE SURVEY
A TRACT OF LAND BEING PART OF LOT 9 IN BLOCK 1 OF EVAN'S SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP 46 NORTH, RANGE 5 EAST ST. CHARLES COUNTY, MISSOURI

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3 2(f)–2(i). NO COMMENT BY THE SURVEYOR.
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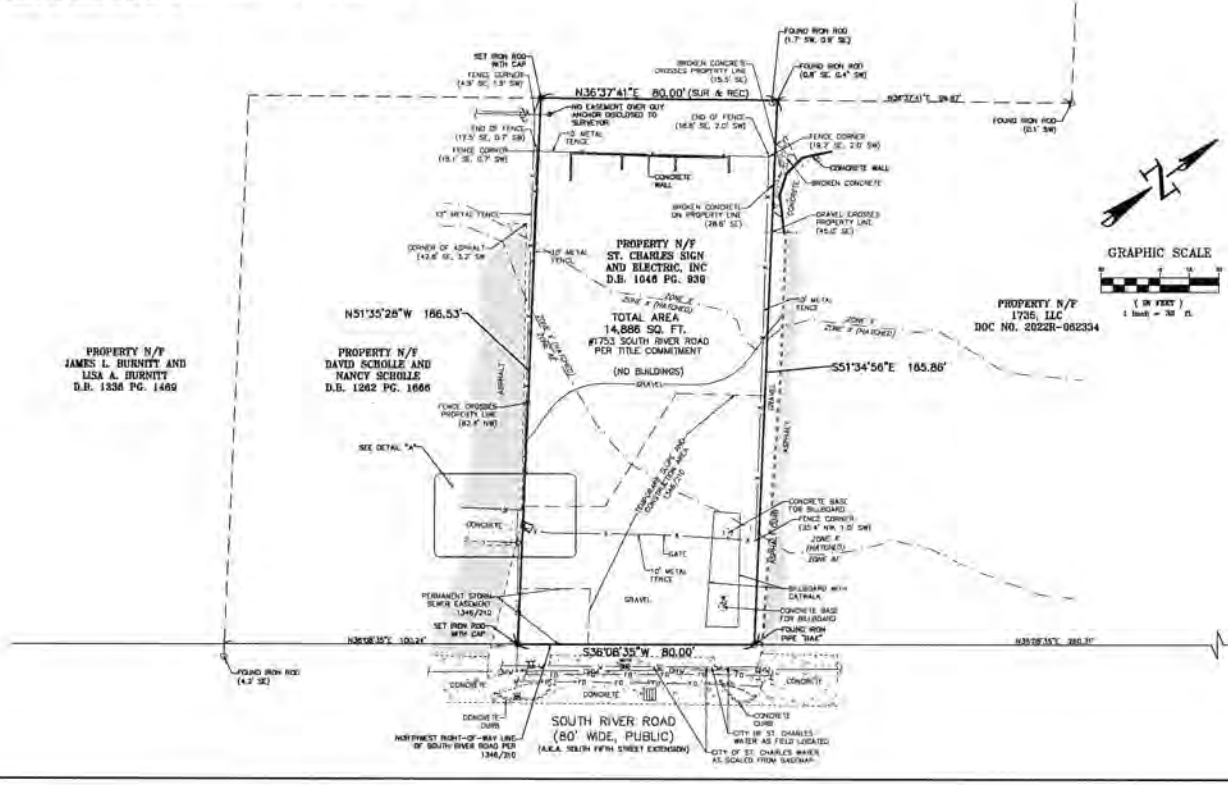
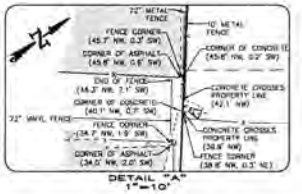


GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

LEGEND

FLARED END SECTION		WATER FAUCET	
GRATED INLET		TREE	
ELECTRIC METER		BUSH	
WATER METER		TREE STUMP	
FIRE HYDRANT		CONCRETE	
MAILBOX		ASPHALT	
SIGN		GRAVEL	
POWER POLE		OVERHEAD UTILITIES	OHW
GUY WIRE		BURIED WATER	W
CROSS		FENCE LINE	X
FOUND MONUMENT			
SURVEYED DISTANCE	SUR		
RECORD DISTANCE	REC		



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- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
- TITLE PARTNERS AGENCY, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, 13, 16 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 13, 2025.

DATE OF PLAT OR MAP: JUNE 25, 2025

ANDY G. BECK
MO LICENSE NO. PLS-2015017835
abeck@bastengineering.com

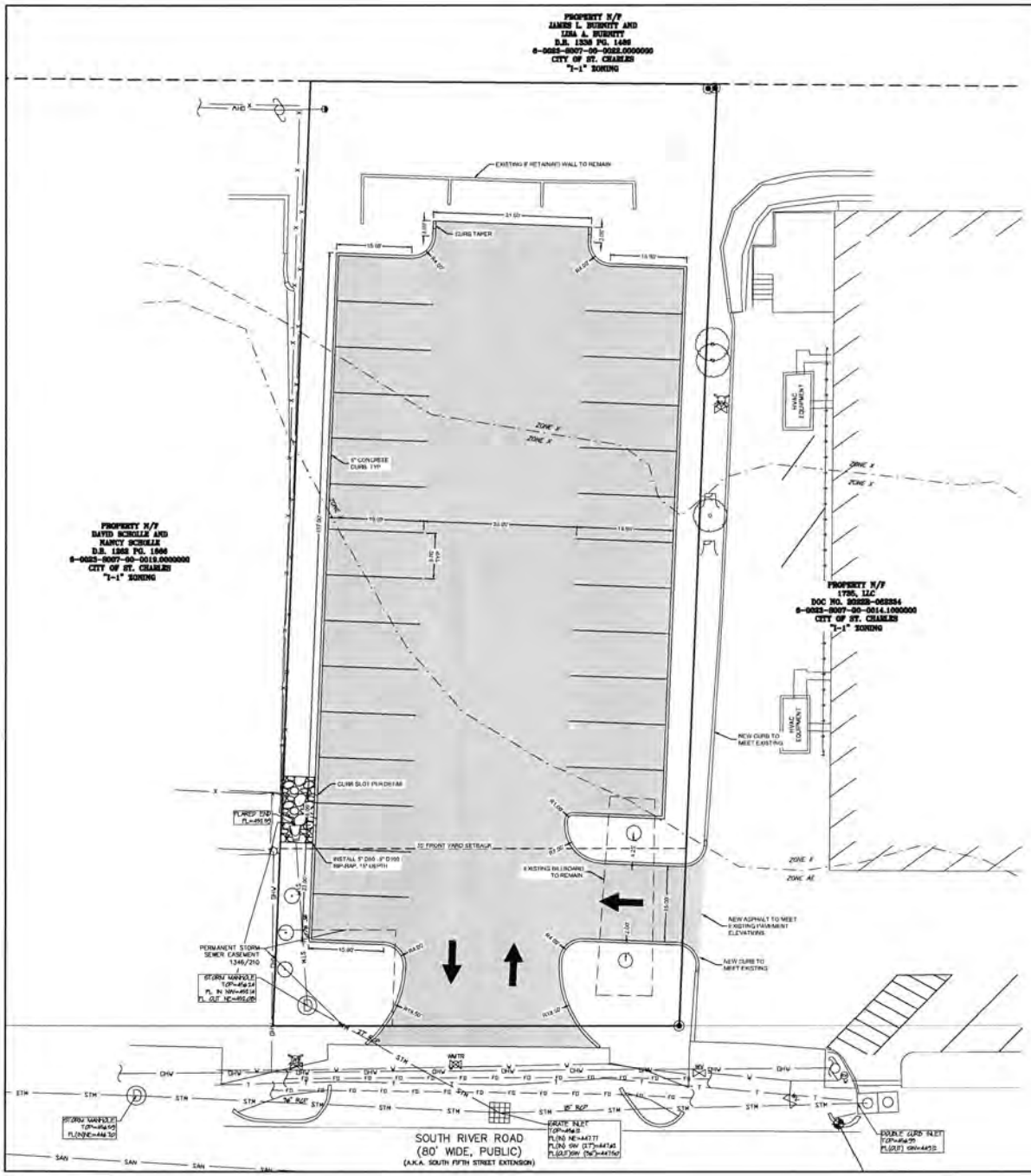
PREPARED FOR:
THE WELLINGTON GROUP
ATTN: TIM DOWER
1715 DEER TRACKS TRAIL, SUITE 220
ST. LOUIS MO, 63131

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of this architectural or engineering project or survey other than those authenticated by my seal.

REVISIONS

ENGINEERING
PLANNING
SURVEYING
121 Point Trail Blvd.
St. Charles, MO 63301
636-498-3666
FAX 636-1715
Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000335
Missouri State Certificate of Authority
Surveying #000144

06/25/2025
DATE
04-13125E
PROJECT NUMBER
1 of 1
SHEET OF
13125E ALTA
FILE NAME
AJ/CM ADB
DRAWN CHECKED
MV 6/12
SURVEY BY DATE



H. SCALE: 1" = 10'

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

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF THE IMPROVEMENTS.

A VARIANCE EXHIBIT FOR

SOUTH RIVER ROAD PARKING ADDITION

1753 S RIVER ROAD
ST. CHARLES, MO, 63303

PREPARED FOR:
[illegible]
1713 DEER TRACKS TRAIL
ST. LOUIS, MO 63131
(314) 884-9703

ENGINEERING
PLANNING
SURVEYING

221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552
FAX 928-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000805
Missouri State Certificate of Authority
Surveying #000144

REVISIONS

△	Date	Description

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of this architectural or engineering project or survey other than those authenticated by my seal.

STATE OF MISSOURI
LARRY D. WALKER
NUMBER 2007025843
REGISTERED ENGINEER
11/03/25
NOT FOR CONSTRUCTION PERMITTING AND BIDDING DISCUSSION ONLY

Larry D. Walker
Civil Engineer
Engineers License No. 2007025843

IF YOU ARE LOOKING AT AN INCOMPLETE SET OF CONTRACT DOCUMENTS (DRAWINGS & SPECIFICATIONS), YOU MAY BE MISSING PORTIONS OF THE WORK FOR WHICH YOU WILL BE RESPONSIBLE.

PROJECT NO: 24-13125E
DATE: 11-03-2025
DRAWN: DOJ
DESIGNED: DOJ
CHECKED: LDW
ISSUED FOR: EXHIBIT

SHEET NAME: SITE PLAN

SHEET NUMBER: C2.01

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 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.

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

Z-2025-17

Subject Property
1735
1740
1744
1754
1722
1718
1712
1761
1769
1765
1775
1801

Owner	SiteAddres	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 LORI L	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/NSPS LAND TITLE SURVEY
A TRACT OF LAND BEING PART OF LOT 9 IN BLOCK 1 OF EVAN'S SURVEY OF THE COMMONS OF ST. CHARLES TOWNSHIP 46 NORTH, RANGE 5 EAST ST. CHARLES COUNTY, MISSOURI

GENERAL NOTES

1. BASIS OF BEARINGS ADOPTED FROM THE MISSING DEED FOR PROPERTY CONVEYED TO A TO Z HOLDINGS NO. 3, LLC ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 3692 PAGE 2043 OF THE ST. CHARLES COUNTY RECORDS.
2. ALL TIES SHOWN HEREON ARE PERPENDICULAR TO THE PROPERTY LINES TO WHICH THEY ARE TIED UNLESS NOTED OTHERWISE.
3. WE HAVE DETERMINED THE HORIZONTAL LOCATION OF THIS TRACT OF LAND IN ST. CHARLES COUNTY, MISSOURI, BY SCALING THE PROPERTY IN REFERENCE TO THE FOLLOWING FLOOD INSURANCE RATE MAP (FIRM), ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 29183C0116J, MAP NUMBER 29183C0116J, WITH AN EFFECTIVE DATE OF JANUARY 20, 2016, BY EXPRESS REFERENCE TO THIS MAP AND ITS LEGEND. THIS TRACT OF LAND IS INDICATED TO BE WITHIN THE FOLLOWING ZONES:
   - ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   - ZONE X (HATCHED) – OTHER FLOOD AREAS – AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
   - ZONE AE – SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD – BASE FLOOD ELEVATIONS DETERMINED.
4. THE SUBJECT PROPERTY CONTAINS 0 REGULAR PARKING SPACES AND 0 HANDICAPPED PARKING SPACES. THIS INCLUDES ONLY PARKING SPACES WHICH ARE CLEARLY DESIGNATED BY STRIPING ON THE GROUND.
5. THERE WAS NO OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WHILE CONDUCTING THE FIELDWORK OF THIS SURVEY.
6. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WHILE CONDUCTING THE FIELDWORK OF THIS SURVEY. THE SURVEYOR IS NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.
7. THIS SURVEY CONFORMS TO CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS UNDER THE RULES OF THE DEPARTMENT OF COMMERCE AND INSURANCE (20 CSR 2030-16).

TITLE COMMITMENT NOTES

THIS PROPERTY AND THE EASEMENTS THEREOF ARE REFERENCED IN A TITLE COMMITMENT ISSUED BY TITLE PARTNERS AGENCY, LLC; COMMITMENT FILE NO. 25-345813-MK, WITH AN EFFECTIVE DATE OF MAY 23, 2025. THIS TITLE COMMITMENT WAS RELIED UPON TO DISCLOSE ALL EASEMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THIS PROPERTY:

SCHEDULE B – SECTION II ITEMS ARE AS FOLLOWS:

1. NO COMMENT BY THE SURVEYOR.
2(a). PROPERTY MAY BE SUBJECT TO RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
2(b). PROPERTY MAY BE SUBJECT TO EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
2(c)–3(a). NO COMMENT BY THE SURVEYOR
3 (MO) 3. NO COMMENT BY THE SURVEYOR.
8. PROPERTY SUBJECT TO PERMANENT STORM SEWER EASEMENT AND A TEMPORARY SLOPE CONSTRUCTION EASEMENT GRANTED TO ST. CHARLES COUNTY ACCORDING TO INSTRUMENT RECORDED IN BOOK 1348 PAGE 210, LOCATED AS SHOWN HEREON.
7. NO COMMENT BY THE SURVEYOR.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE TAKEN FROM UTILITY LOCATIONS AS CONTRACTED THROUGH DIGRITE AND MARKED IN THE FIELD BY HARRIS UNDERGROUND UTILITY LOCATORS, INCLUDING USIC.

DIGRITE TICKET NUMBER: #251363850 (SR/DR/2025).

AMEREN MISSOURI ELECTRIC: "CLEAR/NO CONFLICT" PER EMAIL MESSAGE FROM TICKETCHECK.
ATT DISTRIBUTION: "MARKED" PER EMAIL MESSAGE FROM TICKETCHECK.
CITY OF ST. CHARLES: "MARKED" PER EMAIL MESSAGE FROM TICKETCHECK.
SPIRE MO EAST: "CLEAR/NO CONFLICT PER EMAIL MESSAGE FROM TICKETCHECK.

ALL UTILITY MARKS FOUND IN THE FIELD WERE LOCATED BY THE SURVEYOR AND ARE SHOWN HEREON. THE SURVEYOR CLAIMS NO RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY MARKS.

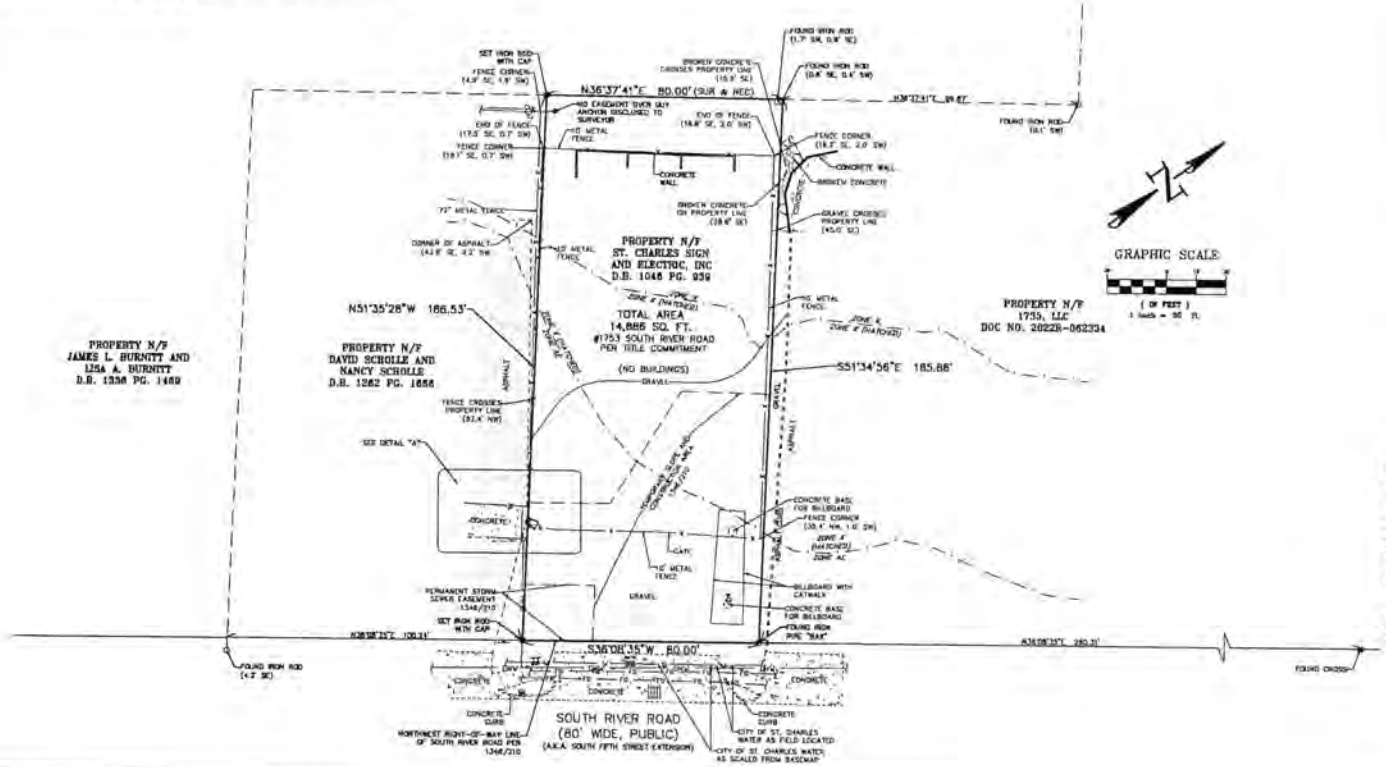
UTILITIES ARE ALSO SHOWN HEREON AS SCALED FROM MAPS OBTAINED FROM THE CITY OF ST. CHARLES AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THOSE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMO.

SPIRE IS SUBJECT TO PRIVATE UTILITY INSTALLATIONS. PRIVATE UTILITY INSTALLATIONS DO NOT APPEAR ON UTILITY BASE MAPS, HOW DO UTILITY LOCATORS MARK PRIVATE UTILITIES.

PROPERTY DESCRIPTION FROM TITLE COMMITMENT

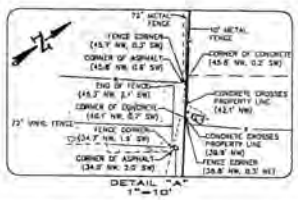
A TRACT OF LAND BEING PART OF LOT NO. 9, BLOCK NO. 1, EVANS SURVEY OF THE COMMONS OF ST. CHARLES, TOWNSHIP 46 NORTH, RANGE 5 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF LOTS NOS. 43 AND 44, LOTS NOS. 58 AND 59 OF BLOCK NO. 8 OF SAID ST. CHARLES COMMONS, TOWNSHIP 46 NORTH, RANGE 5 EAST; THENCE NORTH 31°30' EAST 115.5 FEET TO AN OLD STONE; THENCE SOUTH 58°53' EAST 1445.0 FEET TO AN OLD STONE ON THE WEST LINE OF A COUNTY ROAD KNOWN AS THE LEMON TREE ROAD; THENCE SOUTH 38°13' WEST ALONG SAID WEST LINE OF SAID COUNTY ROAD 165 FEET TO A CONCRETE POST FOR CORNER; THENCE SOUTH 38°13' WEST ALONG SAID COUNTY ROAD LINE 1320 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 38°13' WEST ALONG SAID COUNTY ROAD LINE 80.0 FEET TO AN OLD IRON PIPE; THENCE LEAVING SAID COUNTY ROAD LINE NORTH 50° WEST 338.0 FEET TO AN OLD IRON PIPE; THENCE NORTH 38°13' EAST 80.0 FEET TO A POINT; THENCE SOUTHEASTWARDLY TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART CONVEYED TO ST. CHARLES COUNTY BY DEED RECORDED IN BOOK 1348 PAGE 210.



LEGEND

FLARED END SECTION	WATER FAUCET
GRATED INLET	TREE
ELECTRIC METER	BUSH
WATER METER	TREE STUMP
FIRE HYDRANT	CONCRETE
MAILBOX	ASPHALT
SIGN	GRAVEL
POWER POLE	OVERHEAD UTILITIES
GUY WIRE	BURIED WATER
CROSS	FENCE LINE
FOUND MONUMENT	
SURVEYED DISTANCE	
RECORD DISTANCE	



DETAIL "A"
1"=10'

ALTA/NSPS SURVEYOR'S CERTIFICATION

TO:

- THE WELLINGTON GROUP
- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
- TITLE PARTNERS AGENCY, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 7a, 8, 9, 13, (B AND) 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 13, 2025.

DATE OF PLAT OR MAP: JUNE 25, 2025.

ANDY D. BECK
MO LICENSE NO. PLS-2013017833
andy@bastplanning.com

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

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REVISIONS

BAX
ENGINEERING
PLANNING
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321 Point Ved. Blvd.
St. Charles, MO 63301
636-300-3602
FAX 636-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #002855
Missouri State Certificate of Authority
Surveying #2001-44

06/25/2025
DATE
04-13125C
PROJECT NUMBER
1 of 1
SHEET OF
13125E ALTA
FILE NAME
JH/CM ADB
DRAWN CHECKED
MV 6/13
SURVEY BY DATE

EXHIBIT A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/6/2026
Regular ☐ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14050

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. [signature] Finance Dir. [signature] Dir. of Admin. [signature]

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 Magdziarz 12/17/25

_____ _____

Holly Magdziarz, 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.

Jennifer O'Connor 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

EXHIBIT 1

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

Daniel J. Borgmeyer, Mayor Date

PORTERHOUSE DEVELOPMENT, LLC

Casey Urkevich, Manager 11/21/25 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.

Director of Finance 12-19-25 Date

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/6/2026
Regular ☐ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14051

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. [illegible] Dir. of Admin. [illegible]

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 Magdziarz 12/17/25

_____ _____

Holly Magdziarz, 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

EXHIBIT 1

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)
) SS
COUNTY OF ST. LOUIS)

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:

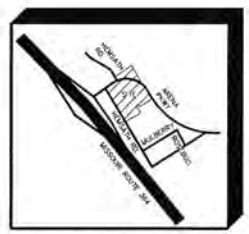
_____

EXHIBIT A

Grantor Property – Southpointe Plat 1

SOUTHPOINTE - PLAT 1

A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI



LOCATION MAP
N.T.S.

DESCRIPTION LOT A:

A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF PORTERHOUSE DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NO. 2024-025482 OF THE ST. CHARLES COUNTY RECORDS; SAID POINT ALSO BEING IN THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD (VARIABLE WIDTH); THENCE ALONG THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD N 32°37'31" W A DISTANCE OF 260.12' TO A POINT; THENCE LEAVING THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD S 57°38'13" W A DISTANCE OF 47.24' TO THE POINT OF BEGINNING; THENCE N 32°57'42" W A DISTANCE OF 264.05' TO A POINT IN THE PROPOSED RIGHT OF WAY OF ARENA PARKWAY (VARIABLE WIDTH); THENCE ALONG THE SOUTHERN PROPOSED RIGHT OF WAY OF ARENA PARKWAY N 57°02'18" E A DISTANCE OF 60.83' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 486.50', AN ARC LENGTH OF 158.98', A CHORD WHICH BEARS N 58°21'36" E, A CHORD DISTANCE OF 158.26'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00', AN ARC LENGTH OF 50.23', A CHORD WHICH BEARS S 68°29'24" E, A CHORD DISTANCE OF 47.00' TO A POINT IN THE SOUTHWESTERN RIGHT OF WAY OF PROPOSED RELOCATED HEMSATH ROAD (WIDTH VARIES); THENCE S 32°21'47" E A DISTANCE OF 87.53' TO A POINT; THENCE S 35°47'48" E A DISTANCE OF 89.02' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 40.77', A CHORD WHICH BEARS S 10°55'18" W A CHORD DISTANCE OF 36.40'; THENCE S 57°38'13" W A DISTANCE OF 227.49' TO THE POINT OF BEGINNING AND CONTAINING 63,664 SQUARE FEET AND/OR 1.47 ACRES MORE OR LESS.

DESCRIPTION LOT B:

A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF PORTERHOUSE DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NO. 2024-025482 OF THE ST. CHARLES COUNTY RECORDS; SAID POINT ALSO BEING IN THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD (VARIABLE WIDTH); THENCE ALONG THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD N 32°37'31" W A DISTANCE OF 148.12' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD N 32°37'31" W A DISTANCE OF 138.92' TO A POINT IN THE PROPOSED SOUTHERN RIGHT OF WAY OF RELOCATED HEMSATH ROAD; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 39.35', A CHORD WHICH BEARS N 12°32'51" E, A CHORD DISTANCE OF 35.40'; THENCE N 57°38'13" E A DISTANCE OF 190.64' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 39.27', A CHORD WHICH BEARS S 77°21'47" E, A CHORD DISTANCE OF 35.36'; THENCE LEAVING THE SOUTHERN RIGHT OF WAY OF PROPOSED RELOCATED HEMSATH ROAD S 32°21'47" E A DISTANCE OF 139.00' TO A POINT; THENCE S 57°38'13" W A DISTANCE OF 205.27' TO THE POINT OF BEGINNING AND CONTAINING 33,426 SQUARE FEET AND/OR 0.77 ACRES MORE OR LESS.

DESCRIPTION LOT C:

A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF PORTERHOUSE DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NO. 2024-025482 OF THE ST. CHARLES COUNTY RECORDS; SAID POINT ALSO BEING IN THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD (VARIABLE WIDTH); THENCE LEAVING THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD N 57°38'13" E A DISTANCE OF 490.44' TO A POINT IN THE WESTERN RIGHT OF WAY OF ARENA PARKWAY (80'W); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 617.96', AN ARC LENGTH OF 48.92', A CHORD WHICH BEARS N 29°47'11" W A CHORD DISTANCE OF 48.91'; THENCE N 33°26'06" W A DISTANCE OF 152.24' TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 453.22', AN ARC LENGTH OF 41.44', A CHORD WHICH BEARS N 26°03'15" W A CHORD DISTANCE OF 41.42' TO THE POINT OF BEGINNING; THENCE LEAVING THE WESTERN RIGHT OF WAY LINE OF ARENA PARKWAY S 57°38'17" W A DISTANCE OF 222.73' TO A POINT IN THE EASTERN RIGHT OF WAY OF PROPOSED RELOCATED HEMSATH ROAD (WIDTH VARIES); THENCE ALONG THE EASTERN RIGHT OF WAY OF PROPOSED RELOCATED HEMSATH ROAD N 32°21'47" W A DISTANCE OF 133.51' TO A POINT; THENCE N 28°55'46" W A DISTANCE OF 100.18' TO A POINT; THENCE N 32°21'47" W A DISTANCE OF 12.42' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00', AN ARC LENGTH OF 92.16', A CHORD WHICH BEARS N 33°38'36" E, A CHORD DISTANCE OF 73.09'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 474.50', AN ARC LENGTH OF 288.34', A CHORD WHICH BEARS S 82°16'57" E, A CHORD DISTANCE OF 284.40'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 453.22', AN ARC LENGTH OF 20.67', A CHORD WHICH BEARS S 39°58'47" E, A CHORD DISTANCE OF 20.66' TO THE POINT OF BEGINNING AND CONTAINING 46,150 SQUARE FEET AND/OR 1.06 ACRES MORE OR LESS.

DESCRIPTION LOT D:

A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF PORTERHOUSE DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NO. 2024-025482 OF THE ST. CHARLES COUNTY RECORDS; SAID POINT ALSO BEING IN THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD (VARIABLE WIDTH); THENCE LEAVING THE NORTHEASTERN RIGHT OF WAY OF HEMSATH ROAD N 57°38'13" E A DISTANCE OF 490.44' TO A POINT IN THE WESTERN RIGHT OF WAY OF ARENA PARKWAY (80'W); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 617.96', AN ARC LENGTH OF 48.92', A CHORD WHICH BEARS N 29°47'11" W A CHORD DISTANCE OF 48.91'; THENCE N 33°26'06" W A DISTANCE OF 152.24' TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 453.22', AN ARC LENGTH OF 41.44', A CHORD WHICH BEARS N 26°03'15" W A CHORD DISTANCE OF 41.42'; THENCE N 19°27'09" W A DISTANCE OF 185.38' TO THE POINT OF BEGINNING; SAID POINT BEING IN THE NORTHERN RIGHT OF WAY OF ARENA PARKWAY; THENCE ALONG THE NORTHERN RIGHT OF WAY OF ARENA PARKWAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 543.22', AN ARC LENGTH OF 386.64', A CHORD WHICH BEARS N 77°59'53" W, A CHORD DISTANCE OF 380.69'; THENCE LEAVING THE NORTHERN RIGHT OF WAY OF ARENA PARKWAY AND ALONG THE EASTERN RIGHT OF WAY OF HEMSATH ROAD (50'W) N 08°29'35" W A DISTANCE OF 48.87' TO A POINT; THENCE LEAVING THE EASTERN RIGHT OF WAY OF HEMSATH ROAD N 51°13'09" E A DISTANCE OF 255.55' TO A POINT; THENCE S 37°30'01" E A DISTANCE OF 312.58' TO THE POINT OF BEGINNING AND CONTAINING 29,220 SQUARE FEET AND/OR 0.67 ACRES MORE OR LESS.

DESCRIPTION OF SIGN EASEMENT

A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY MISSOURI AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE NORTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF PORTERHOUSE DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NO. 2024-025482; THENCE LEAVING SAID CORNER ALONG THE NORTHERN LINE OF SAID PORTERHOUSE DEVELOPMENT, LLC PROPERTY SOUTH 57 DEGREES 15 MINUTES 59 SECONDS WEST, A DISTANCE OF 199.69 FEET TO THE POINT OF BEGINNING THENCE SOUTH 32 DEGREES 24 MINUTES 12 SECONDS EAST 83.41 FEET TO THE NORTHERN RIGHT OF WAY LINE OF ARENA PARKWAY (VARIABLE WIDTH); THENCE 81.40 FEET ALONG THE NORTHERN RIGHT OF WAY LINE OF ARENA PARKWAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 543.22 FEET, WITH A CHORD THAT BEARS SOUTH 85 DEGREES 47 MINUTES 58 SECONDS WEST. A DISTANCE OF 81.33 FEET TO A POINT; THENCE ALONG THE EASTERN LINE OF HEMSATH ROAD (VARIABLE WIDTH) NORTH 8 DEGREES 29 MINUTES 35 SECONDS WEST 48.87 FEET TO A POINT; THENCE ALONG THE NORTHERN LINE OF SAID PORTERHOUSE DEVELOPMENT, LLC PROPERTY NORTH 57 DEGREES 15 MINUTES 59 SECONDS EAST 81.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 4062 SQUARE FEET AND/OR 0.09 ACRES MORE OR LESS.

CITY OF ST. CHARLES CERTIFICATION:

I, _____, CITY CLERK OF THE CITY OF ST. CHARLES, MISSOURI, HEREBY CERTIFY THAT ORDINANCE NO. _____ APPROVING THIS PLAT AND DIRECTING ME TO ENDORSE SAME UNDER MY HAND AND SEAL WAS DULY PASSED AND APPROVED BY THE CITY COUNCIL OF SAID CITY AND SAME APPROVED BY THE MAYOR OF SAID CITY ON THE _____ DAY OF _____, 2025, AND AS ORDINANCE DIRECTED, I HEREBY ENDORSE SAID PLAT BY MY HAND AND SEAL OF SAID CITY THIS _____ DAY OF _____, 2025.

_____
CITY CLERK
CITY OF ST. CHARLES, MISSOURI

OWNER'S CERTIFICATE:

THE UNDERSIGNED OWNER(S) OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S STATEMENT, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED IN THE MANNER SHOWN ON THIS PLAT, WHICH SHALL HEREAFTER BE KNOWN AS "SOUTHPOINTE — PLAT 1".

THE UNDERSIGNED OWNERS HEREBY GRANT AND DEDICATE THE AREAS SHOWN AS "EASEMENTS" AS PERPETUAL NON-EXCLUSIVE (UNLESS OTHERWISE NOTED) UTILITY EASEMENTS FOR STORM SEWERS, SANITARY SEWERS, GAS LINES, WATER LINES, ELECTRIC LINES, COMMUNICATION LINES, OTHER PUBLIC UTILITY FACILITIES, AND ALL RELATED APPURTENANCES. THE PERPETUAL NON-EXCLUSIVE UTILITY EASEMENTS ARE HEREBY GRANTED TO THE CITY OF ST. CHARLES, SEWER AND WATER, AT&T TELEPHONE, UNION ELECTRIC CO. D/B/A/ AMEREN MISSOURI, SPIRIT, CHARTER COMMUNICATIONS, AND TO ALL OTHER PUBLIC UTILITY PROVIDERS AS THEIR INTEREST MAY APPEAR, AND THEIR SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, USE, PATROL, ACCESS, INSPECTION, MAINTENANCE, REPAIR, RELOCATION AND REPLACEMENT OF STORM SEWERS, SANITARY SEWERS, GAS LINES, WATER LINES, COMMUNICATION LINES, ELECTRIC LINES AND OTHER PUBLIC UTILITY FACILITIES, INCLUDING ALL RELATED APPURTENANCES AND IMPROVEMENTS, THE RIGHT OF TEMPORARY USE OF GRADING ADJACENT TO SAID UTILITY EASEMENTS, NOT OCCUPIED BY IMPROVEMENTS (LIMITED, HOWEVER, TO FIVE (5) FEET ON EITHER SIDE OF SAID EASEMENT) FOR THE EXCAVATION AND TEMPORARY STORAGE OF MATERIALS DURING THE INSTALLATION, INSPECTION, REPAIR, RELOCATION, OR REPLACEMENT OF SAID UTILITY FACILITIES, TOGETHER WITH ALL RIGHTS IMPLIED BY AND INCIDENTAL TO THE USE OF SAID UTILITY EASEMENTS, INCLUDING, WITHOUT LIMITATION, THE RIGHT OF INGRESS AND EGRESS TO AND FROM SUCH UTILITY EASEMENTS FROM ADJACENT PROPERTY, AND THE RIGHT TO TRIM, CONTROL, CUT AND REMOVE ANY AND ALL BRUSH, BUSHES, SAPLINGS, TREES, ROOTS, UNDERGROWTH, ROCK, OVERHANGING BRANCHES AND OTHER OBSTRUCTIONS UPON, OVER AND UNDER UTILITY EASEMENTS AND THE ADJACENT PROPERTY. ANY UTILITY COMPANY OR PUBLIC PROVIDER THAT CAUSES DAMAGE TO THE PROPERTY SHALL BE RESPONSIBLE TO RESTORE THE DISTURBED AREA AS NEARLY AS POSSIBLE TO ITS PRIOR FORMER CONDITION. HEMSATH ROAD AS HATCHED SHALL BE DEDICATED TO THE CITY OF ST. CHARLES.

ALL BUILDING SETBACK LINES AS SHOWN HEREON ARE HEREBY ESTABLISHED.

THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS AS SET FORTH IN BOOK _____, PAGE _____ OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS OF SAID OFFICE.

PORTERHOUSE DEVELOPMENT LLC

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NOTARY FOR OWNER

STATE OF MISSOURI }
} SS
COUNTY OF ST. CHARLES }

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____ WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AS _____ OF _____ AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE / SHE EXECUTED THE SAME VOLUNTARILY ON BEHALF OF _____ ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 2025.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC

LENDER'S CERTIFICATE:

THE UNDERSIGNED HOLDER (OR LEGAL OWNER) OF NOTES SECURED BY A DEED OF TRUST RECORDED IN BOOK _____, PAGE _____, OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE HEREBY JOINS IN AND APPROVES IN EVERY DETAIL THIS PLAT OF "SOUTHPOINTE — PLAT 1".

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS CAUSED AN SEALED THIS PLAT THIS _____ DAY OF _____, 2025.

LENDER: _____ ITS SUCCESSORS AND ASSIGNS.

BY: _____

PRINT NAME: _____

TITLE: _____

NOTARY FOR LENDER

STATE OF MISSOURI }
} SS
COUNTY OF ST. CHARLES }

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____ WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AS _____ OF _____ AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE / SHE EXECUTING THE SAME VOLUNTARILY ON BEHALF OF _____ ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 2025.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC

GENERAL NOTES:

1. ADDRESS OF PROPERTY: 300 HEMSATH ROAD, ST. CHARLES, MISSOURI 63301
2. BASIS OF BEARINGS FOR THIS SURVEY WAS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, EAST ZONE.
3. THERE ARE NO BUILDINGS OR STRUCTURES ON SURVEYED PROPERTY.
4. TOTAL LAND AREA: 182,670 SF, 4.19 ACRES ±
5. CURRENT ZONING: I-1 — MU (PLANNED DEVELOPMENT MIXED-USE)
6. FLOOD CERTIFICATION: TO DETERMINE THE LOCATION OF FLOOD DESIGNATIONS AND BOUNDARIES, WE DETERMINED THE HORIZONTAL LOCATION OF THIS TRACT OF LAND BY SCALING THE FOLLOWING FLOOD INSURANCE RATE MAP (FIRM):

   FEMA FIRM 29183C0545G; PANEL 457 OF 625; ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS DATED JANUARY 20, 2016

   THE PROPERTY IS ZONE X, SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD WITH BASE FLOOD ELEVATIONS OF PERMANENT AND ZONE X (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

   THE EVALUATION PROVIDED IN THIS NOTE IS RESTRICTED TO SIMPLY INDICATING THE APPARENT HORIZONTAL LOCATION OF THE PROPERTY WITH RESPECT TO THE FEATURES DISPLAYED ON THE MAP. NO FIELD STUDY OF THE DRAINAGE CHARACTERISTICS TO WHICH THIS PROPERTY MAY BE SUBJECT TO HAS BEEN CONDUCTED AND NO REPRESENTATION CONCERNING THE SUITABILITY OF THIS PROPERTY OR THE POTENTIAL SUSCEPTIBILITY OF THIS PROPERTY TO FLOODING HAS BEEN MADE. PREMIER ENGINEERING, ARCHITECTURE & SURVEYING MAKES NO REPRESENTATION CONCERNING THE ACCURACY OF THE ABOVE LISTED REFERENCED FIRM MAP WHICH INCLUDES A NOTE THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREA SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE."
7. UTILITY LOCATIONS: SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.iii OF THE MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR MAY RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
8. THERE WAS NO OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WHILE CONDUCTING THE FIELDWORK OF THIS SURVEY.
9. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WHILE CONDUCTING THE FIELDWORK OF THIS SURVEY. THE SURVEYOR IS NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES.
10. THIS PROPERTY IS REFERENCED IN A TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE NO. 5519807Q, WITH AN EFFECTIVE DATE OF JANUARY 24, 2025. THIS SURVEY IS SUBJECT TO THE FOLLOWING SURVEY RELATED ITEMS AS REFERENCED IN SCHEDULE B SECTION II OF THE ABOVE MENTIONED TITLE COMMITMENT.
11. ALL REAL ESTATE TAXES DUE ON THIS PROPERTY HAVE BEEN PAID IN FULL.
12. ALL 20' DOOR OPENINGS AND SETBACKS WILL BE PER ORDINANCE 24-07.

SCHEDULE B - II EXCEPTIONS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
4. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
5. ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
6. ALL ASSESSMENTS AND TAXES FOR THE YEAR 2024 AND ALL SUBSEQUENT YEARS FOR THE COUNTY OF ST. CHARLES.
7. PUBLIC WATER SUPPLY DISTRICT ASSESSMENTS, IF ANY.
8. SEWER ASSESSMENTS, IF ANY.
9. RIGHTS OF PARTIES IN POSSESSION OR ANY AS SUITABLE INTEREST UNDER ANY UNRECORDED INSTRUMENTS, INCLUDING (WITHOUT LIMITATION) LEASES, MONTH-TO-MONTH TENANCIES, CONTRACTS FOR DEED OR INSTALLMENT SALE CONTRACTS.
10. RIGHT OF ENTRY GRANTED TO THE STATE OF MISSOURI ACCORDING TO INSTRUMENT RECORDED IN BOOK 2116, PAGE 116.
11. LIMITED ACCESS RIGHTS ACCORDING TO THE INSTRUMENT RECORDED IN BOOK 2116, PAGE 388 AND MARK BOOK 2204, PAGE 322. **(PLOTTED AND NOTED)**
12. PERMANENT DRAINAGE EASEMENTS CONFERRED TO ST. CHARLES COUNTY, MISSOURI UNDER CAUSE NO. CV190-1853CC, CONFIRMED COPIES OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 2192 PAGE 348 AND BOOK 2208 PAGE 322. **(PLOTTED AND NOTED)**
13. PERMANENT UTILITY EASEMENT GRANTED TO THE CITY OF ST. CHARLES, MISSOURI ACCORDING TO THE INSTRUMENT RECORDED IN BOOK 4347, PAGE 115. **(PLOTTED AND NOTED)**
14. SUBJECT TO TERMS AND PROVISIONS OF ORDINANCE NO. 23-038 BY THE CITY OF ST. CHARLES, A CERTIFIED COPY OF WHICH BEING RECORDED AS DOCUMENT NO. 2023R-026104.
15. SUBJECT TO TERMS AND PROVISIONS OF ORDINANCE NO. 23-073 BY THE CITY OF ST. CHARLES, A CERTIFIED COPY OF WHICH BEING RECORDED AS DOCUMENT NO. 2023R-035106.
16. RIGHTS OF OWNERS IN AND TO ANY PORTION OF THE SUBJECT PROPERTY EMBRACED WITHIN THE RIGHT OF WAY OF HEMSATH ROAD.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT WE HAVE, DURING THE MONTH OF FEBRUARY 2025, AT THE REQUEST OF ARCO SENIOR LIVING/MULTI-FAMILY CONSTRUCTION COMPANY, PREPARED A SUBDIVISION PLAT OF SOUTHPOINTE — PLAT 1 AND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI, BASED ON A BOUNDARY SURVEY MEETING THE MISSOURI STANDARDS FOR A TYPE URBAN SURVEY. THIS RECORD PLAT AND THE SURVEY ON WHICH IT IS BASED WERE PREPARED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR AN URBAN CLASS PROPERTY SURVEY AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS.

PRELIMINARY, FOR REVIEW

DAVID W. MAXWELL, PLS #2009000725
PREMIER DESIGN GROUP
DATE:
MISSOURI C of A # 2012002845

THIS SURVEY HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF THE PARTIES SET FORTH IN THIS SURVEYORS CERTIFICATION AND MAY NOT BE QUOTED OR RELIED UPON BY, NOR MAY COPIES BE DELIVERED TO, ANY OTHER PARTY OR USED FOR ANY OTHER PURPOSE INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF ZONING REPORTS OR ANY OTHER THIRD PARTY REPORTS, WITHOUT THE PRIOR WRITTEN CONSENT OF PREMIER DESIGN GROUP. PREMIER DESIGN GROUP EXPRESSLY DISCLAIMS ANY DUTY OR OBLIGATION TOWARDS ANY PARTY THAT IS NOT IDENTIFIED IN THIS SURVEYORS CERTIFICATION.

PLEASE BE ADVISED THAT PREMIER DESIGN GROUP WILL NOT INCLUDE THE PROVISIONS OF ANY THIRD PARTY REPORTS IN THE SURVEYORS CERTIFICATION.

PREMIER DESIGN GROUP
100 MIDLAND PARK DRIVE
WENTZVILLE, MO 63385
MISSOURI CERTIFICATE OF AUTHORITY #2012007849

ARCO CONSTRUCTION
SOUTHPOINTE - PLAT 1
350 HEMSATH ROAD
SAINT CHARLES, MO 63301

DATE: 03/27/2025

#	DESCRIPTION	DATE
1	1.4(A)(2)5, REVISE LOT A	4/4/25
2	1.4(A)(2)5, REVISE LOT A	4/10/25
3	3.5/27/25 REVISIONS PER CITY OF ST. CHARLES	3/5/27/25
4	4.10/21/25 REVISIONS PER CITY OF ST. CHARLES	4/10/21/25
5	5.11/4/25 ADDED 10' SPIRE EASEMENT ON LOT B	5.11/4/25

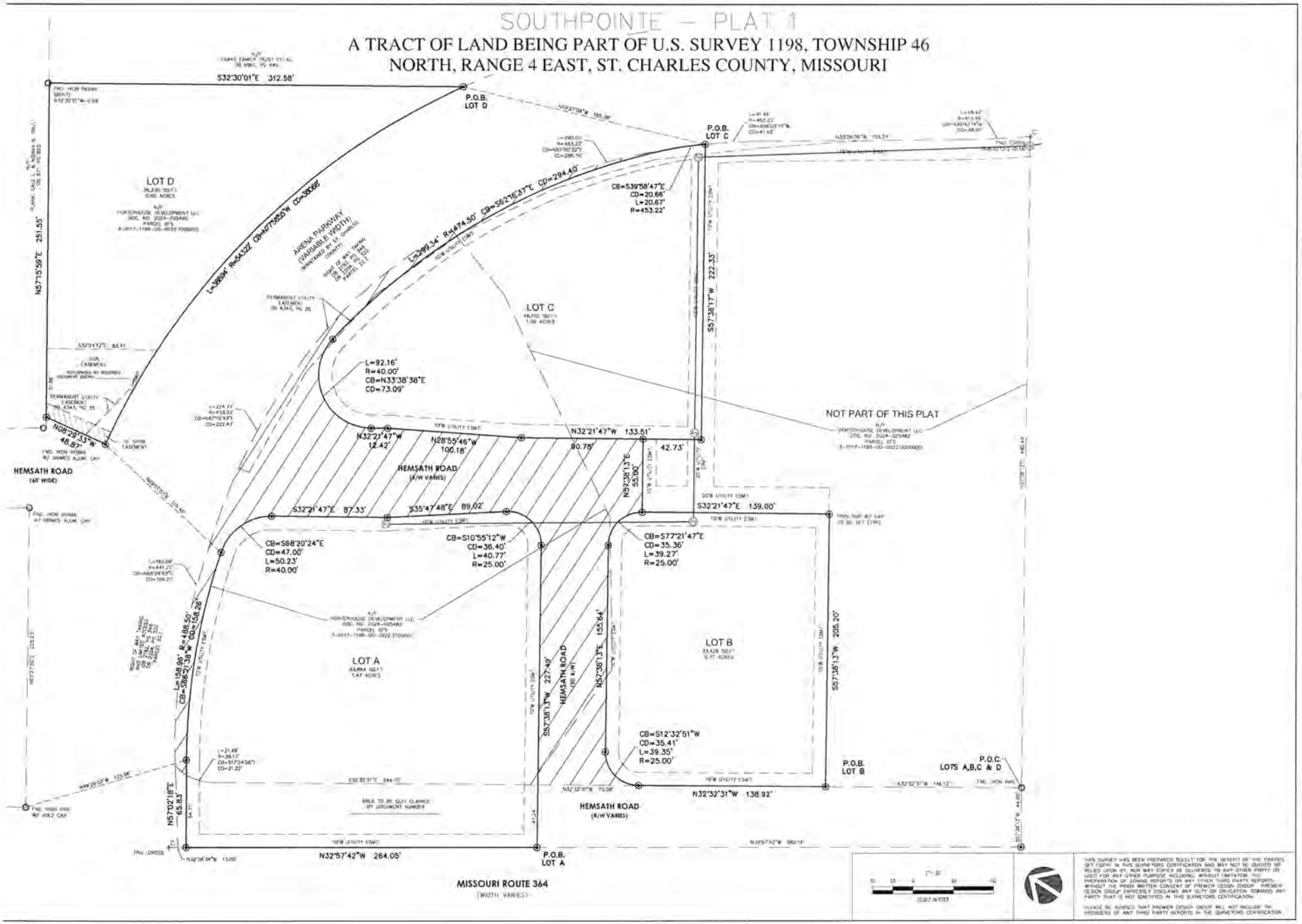
SHEET TITLE: RECORD PLAT

SHEET NUMBER: V1

PROJECT NO.: 2213871
DRAWN BY: LJS
CHECKED BY: DWM

SOUTHPOINTE – PLAT 1

A TRACT OF LAND BEING PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI



PREMIER DESIGN GROUP
320 NORTH MAIN STREET
ST. CHARLES, MISSOURI 63301
636.724.4644 FAX 636.724.4646
MISSOURI CERTIFICATE OF AUTHORITY #001007849

ARCO CONSTRUCTION
SOUTHPOINTE - PLAT 1
202 HEMSATH ROAD
ST. CHARLES, MO 63303

DATE 03/27/2025

1	4/03/25 REVISE LOT A
2	5/16/25 REVISE LOT A
3	5/27/25 REVISIONS PER CITY OF ST. CHARLES
4	10/07/25 REVISIONS PER CITY OF ST. CHARLES

RECORD PLAT

V2

PROJECT NO. 231801
DRAWN BY JLG
CHECKED BY DWM

2 OF 2

THIS SURVEY WAS BEEN PREPARED SOLELY FOR THE BENEFIT OF THE PARTIES SET FORTH IN THIS SURVEYORS CERTIFICATION AND MAY NOT BE QUOTED OR RELIED UPON BY, NOR MAY COPIES BE DELIVERED TO ANY OTHER PARTY OR USED FOR ANY OTHER PURPOSE INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF ZONING REPORTS OR ANY OTHER THIRD PARTY REPORTS, WITHOUT THE PRIOR WRITTEN CONSENT OF PREMIER DESIGN GROUP. PREMIER DESIGN GROUP EXPRESSLY DISCLAIMS ANY DUTY OR OBLIGATION TOWARDS ANY PARTY THAT IS NOT IDENTIFIED IN THIS SURVEYORS CERTIFICATION.

PLEASE BE ADVISED THAT PREMIER DESIGN GROUP WILL NOT INCLUDE THE PROVISIONS OF ANY THIRD PARTY REPORTS IN THE SURVEYORS CERTIFICATION.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☐ Resolution ☐ Ordinance ☒

Bill # 14052

Request for Council Action

Ward(s): 8 **Sponsor(s):** Michael Galba

Description:
Approve the Record Plat for the New Town at St. Charles Plat 15B-16A.

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

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

Summary:
This bill will approve the record plat for The New Town at St. Charles Plat 15B-16A. The record plat is for approx. 1.41 acres and includes fourteen lots; Lots 9010-9011, 9017-9019, 9027-9033, and 9083-9084. The purpose of this plat is to reconfigure the existing lots to create larger parcels. This record plat is compliant with the Preliminary Plat and the New Town Regulating Plan. The property is zoned PD-MU Planned Development-Mixed Use District and located in Ward 8.

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. for ZT Finance Dir. Dir. of Admin.

Bill No. 14052 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW TOWN AT ST. CHARLES PLAT FIFTEEN-B/SIXTEEN-A, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI.

Whereas, Houston Homes, LLC, owner, has laid out a Subdivision within the City of Saint Charles, Missouri under the name The New Town at St. Charles Plat Fifteen-B/Sixteen-A (hereinafter, the "Subdivision") and has caused to be made an accurate plat thereof, a copy of which is identified as Exhibit A, attached hereto and incorporated by this reference (hereinafter, the "Plat"); and

Whereas, the Plat accurately sets forth and describes all parts of the land within the Subdivision reserved for public purposes; and

Whereas, the Plat accurately sets forth and describes all lots by their precise length and width and by number; and

Whereas, the Plat has been drawn to scale and the scale is noted thereon, has written on its face the title of the Subdivision, and identifies the United States Survey the Subdivision purports to be located; and

Whereas, the Plat designates, reflects, and shows markers and established points so that the precise location of the land platted can be determined upon inspection of the Plat; and

Whereas, no taxes are due against the land proposed to be platted; and

Whereas, the Plat is submitted to the City Council of the City of St. Charles, Missouri, for its approval;

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

SECTION 1. The Plat for The New Town at St. Charles Plat Fifteen-B/Sixteen-A is hereby approved subject to compliance with all recommendations and requirements approved or made by the City Council.

SECTION 2. The City Clerk is authorized to endorse the City's approval upon the Plat by signature and by the Seal of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14052

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 1/9/2026

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

THE NEW TOWN AT ST. CHARLES PLAT FIFTEEN-B/SIXTEEN-A

A RE-SUBDIVISION OF LOTS 9009-9011, LOTS 9016-9019, AND LOTS 9025-9033 OF THE NEW TOWN AT ST. CHARLES PLAT FIFTEEN RECORDED AS DOCUMENT NO. 2024R-023886 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, AND A RE-SUBDIVISION OF LOTS 9082-9084 OF THE NEW TOWN AT ST. CHARLES PLAT SIXTEEN RECORDED AS DOCUMENT NO. 2024R-039304, AND ALSO BEING PART OF U.S. SURVEYS 206 THRU 209 OF THE ST. CHARLES COMMON FIELDS, TOWNSHIP 47 NORTH - RANGE 5 EAST, CITY OF ST. CHARLES, ST, CHARLES COUNTY, MISSOURI

OWNERS DECLARATION

The undersigned _____ being the owner of the tracts of land described in the foregoing surveyor's certificate, has caused said tracts to be surveyed, and a Re-subdivision Plat to be prepared in the manner shown hereon, which plat shall hereafter be known as "THE NEW TOWN AT ST. CHARLES PLAT FIFTEEN-B/SIXTEEN-A".

No new easements are created with this plat.

The undersigned further designates that this Record Plat shall be subject to and benefited by the easements, conditions, reservations, restrictions, and protective covenants of the Amended and Restated Declaration of Governance, Covenants, Easements, Conditions, and Restrictions for The New Town At St. Charles recorded in Book 6739, Page 1323, as amended, of the St. Charles County Missouri Recorder of Deeds Office.

Permanent and semi-permanent survey monuments shall be set within 12 months after recording of this plat which meet or exceed the requirements of 20 CSR 2030-16.090, Chapter 16- Missouri minimum standards for property boundary surveys.

All taxes due and payable against this property have been paid in full.

IN WITNESS WHEREOF, the undersigned has set its hand this _____ day of _____, 20____.

_____
Owner

By: _____
Signature

_____
Please Print Name and Title

OWNER'S NOTARY

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____ before me

_____, a Notary Public in and for said State, appeared

_____, to me personally known, who being by me duly sworn,

did say that he is the _____ of _____ a limited liability company organized and existing under the laws of the State of Missouri, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members and that said _____ declared said instrument to be 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 the day and year first above written.

_____
NOTARY PUBLIC

_____
PLEASE PRINT NAME

STATE OF _____, _____ COUNTY

_____
COMMISSION NUMBER:

_____
MY COMMISSION EXPIRES:

LENDER

The undersigned holder or legal owner of notes secured by a Deed of Trust recorded in Book _____, Page _____ of the St. Charles County, Missouri Recorder of Deeds Office hereby joins in and approves in every detail this subdivision plat of "The New Town At St. Charles Plat Fifteen-B/Sixteen-A".

IN WITNESS WHEREOF, said holder or legal owner has signed and sealed this plat this

_____ day of _____, 20____.

By: _____

_____
Please Print Name

_____
Title

LENDER'S NOTARY

STATE OF MISSOURI)
) SS.
COUNTY OF)

On this _____ day of _____, 20____, before me appeared

_____, to me personally known, who being by me duly sworn, did say that (s)he is the _____ of _____, a corporation organized and existing under the laws of the state of Missouri, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors and that said _____ declared said instrument to be 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 the day and year first above written.

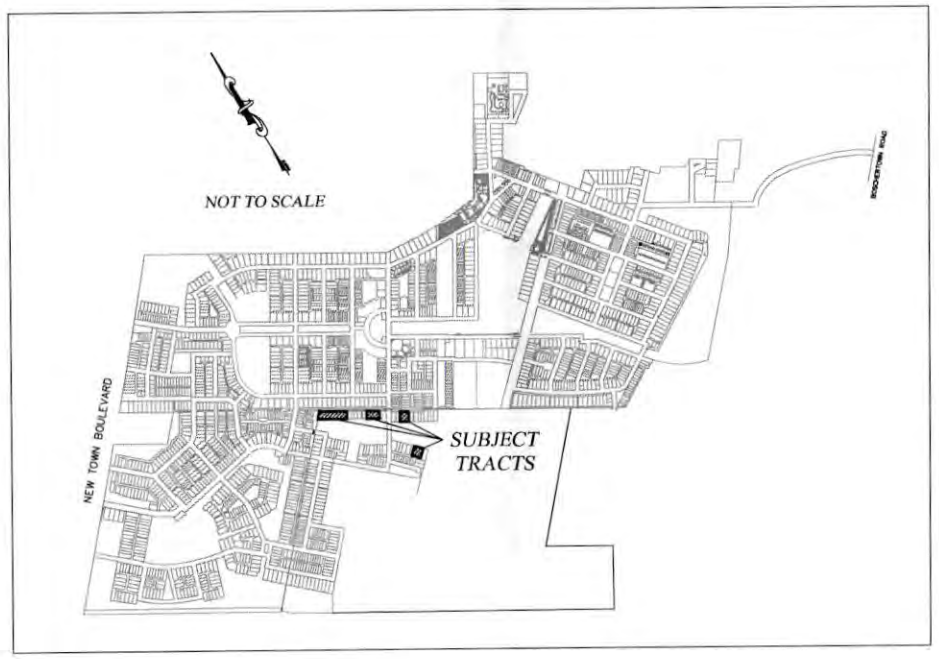
_____
NOTARY PUBLIC SIGNATURE

_____
PRINT NAME

STATE OF _____, _____ COUNTY

_____
COMMISSION NUMBER

_____
COMMISSION EXPIRATION DATE



THE NEW TOWN AT ST. CHARLES PLAT FIFTEEN-B/SIXTEEN-A

A tract of land being a Re-subdivision of Lots 9009-9011, Lots 9016-9019, and Lots 9025-9033 of The New Town at St. Charles Plat Fifteen recorded as Document No. 2024R-023886 of the St. Charles County, Missouri Records, and a Re-subdivision of Lots 9082-9084 of The New Town at St. Charles Plat Sixteen recorded as Document No. 2024R-039304, and also being part of U.S. Surveys 206 thru 209 of the St. Charles Common Fields, Township 47 North – Range 5 East, City of St. Charles, St, Charles County, Missouri and being more particularly described as follows:

LOTS 9010-9011 (Formerly Lots 9009-9011)
BEGINNING at the southwest corner of Lot 9008 of the aforesaid plat of The New Town at St. Charles Plat Fifteen of the aforesaid St. Charles County Records; thence North 47°24'33" West a distance of 96.00 feet to a point; thence North 42°35'27" East a distance of 110.00 feet to a point; thence South 47°24'33" East a distance of 96.00 feet to a point; thence South 42°35'27" West a distance of 110.00 feet to the POINT OF BEGINNING and containing 10,560 square feet, more or less.

LOTS 9017-9019 (Formerly Lots 9016-9019)
BEGINNING at the southwest corner of Lot 9015 of the aforesaid plat of The New Town at St. Charles Plat Fifteen of the aforesaid St. Charles County Records; thence North 47°24'33" West a distance of 144.00 feet to a point; thence North 42°35'27" East a distance of 87.42 feet to a point; thence South 47°33'30" East a distance of 144.00 feet to a point; thence South 42°35'27" West a distance of 87.79 feet to the POINT OF BEGINNING and containing 12,615 square feet, more or less.

LOTS 9027-9033 (Formerly Lots 9025-9033)
BEGINNING at the southwest corner of Lot 9024 of the aforesaid plat of The New Town at St. Charles Plat Fifteen of the aforesaid St. Charles County Records; thence North 47°24'33" West a distance of 325.38 feet to a point; thence North 53°33'18" East a distance of 99.88 feet to a point; thence South 42°26'30" West a distance of 12.00 feet to a point; thence South 47°33'30" East a distance of 306.35 feet to a point; thence South 42°35'27" West a distance of 86.85 feet to the POINT OF BEGINNING and containing 27,419 square feet, more or less.

LOTS 9083-9084 (Formerly Lots 9082-9084)
BEGINNING at the most northern corner of Lot 9085 of the aforesaid plat of The New Town at St. Charles Plat Sixteen of the aforesaid St. Charles County Records; thence South 57°22'02" West a distance of 110.00 feet to a point; thence North 32°37'58" West a distance of 100.10 feet to a point; thence North 57°22'02" East a distance of 110.00 feet to a point; thence South 32°37'58" East a distance of 100.10 feet to the POINT OF BEGINNING and containing 11,011 square feet, more or less.

For a total area of 61,605 square feet, or 1.41 acres, more or less.

GENERAL NOTES

1. Utility easements and other easements not otherwise established on this plat are established in the Amended and Restated Declaration of Governance, Covenants, Easements, Conditions, and Restrictions for The New Town at St. Charles as recorded in Book 6739 Page 1323, as amended, of the Office of the Recorder of Deeds, St. Charles County, Missouri.
2. Total area of this plat is ±1.41 Acres (61,605 Sq.Ft.).
   Total number of lots: 14
3. ✕ Denotes survey crosses to be set or found
   ● Denotes iron rod found or to be set.
4. Basis of bearings for this survey is the plat of The New Town at St. Charles Phase 10B Plat Two recorded in Plat Book 50, Pages 266-268 of the St. Charles County Records.
5. Existing zoning: T4 (General Urban) Transect Zone.
   T5 (Urban Center) Transect Zone (Lots 9083-9084).
6. This property lies within Zone X (areas of 500-year flood or areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile) as shown on the Flood Insurance Rate Maps, Community Panels 260 and 280 of 525, Map Nos. 29183C0260H and 29183C0280H, dated March 9, 2021.
7. XXX Denotes Street Address

CITY APPROVAL

I, KIMBERLY HUDSON, CITY CLERK, HEREBY CERTIFY THAT ORDINANCE NUMBER _____ APPROVING THIS PLAT AND DIRECTING ME TO ENDORSE THE SAME UNDER MY HAND AND SEAL WAS DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI, AND SAME APPROVED BY THE MAYOR OF SAID CITY ON _____, 20____ AND AS ORDINANCE DIRECTED, I HEREBY ENDORSE SAID PLAT BY MY HAND AND SEAL OF SAID CITY THIS _____ DAY OF _____, 20____.

_____
KIMBERLY HUDSON, CITY CLERK OF ST. CHARLES, MISSOURI

SURVEYOR'S CERTIFICATE

This is to certify that we have, during the month of January, 2003, and September, 2016 executed a Boundary Survey of a tract of land being part of U.S. Surveys 198 thru 208 of the St. Charles Common Fields, being part of Township 47 North, Range 5 East, St. Charles County, Mo, and during the month of December, 2025, prepared this subdivision plat in accordance with the Current Minimum Standards for Property Boundary Surveys, 20 CSR 2030-16.010, and the results are shown hereon.

By: _____
DOUGLAS SCOTT TIEMANN, P.L.S. #2378
STATE OF MISSOURI
CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
CORPORATE REGISTRATION NO. LS-2007031293

STATE OF MISSOURI
DOUGLAS SCOTT TIEMANN
LS 2378
01/05/2026
SURVEYING AND LAND BOUNDARY

REVISION RECORD

NO	DATE	DESCRIPTION

DESIGNING SURVEYING AND LANDSCAPE ARCHITECTURE IN THE STATE OF MISSOURI WILL BE PROVIDED BY CEC SURVEYING AND LANDSCAPE ARCHITECTURE OF MO, P.L.L.C. SERVICES IN MISSOURI WILL BE PROVIDED BY CEC SURVEYING AND LANDSCAPE ARCHITECTURE OF MO, P.L.L.C. SERVICES IN OHIO WILL BE PROVIDED BY CEC LANDSCAPE ARCHITECTURE, LLC. ARCHITECTURE SERVICES IN THE STATE OF OHIO WILL BE PROVIDED BY CEC LANDSCAPE ARCHITECTURE, LLC.

1450 Beale Street
Suite 305
St. Charles, MO 63303
Ph: 314.656.4566
www.cecinc.com

Civil & Environmental Consultants, Inc.

HOUSTON HOMES, LLC
3070 WINGHAVEN BOULEVARD
O'FALLON, MISSOURI 63368

THE NEW TOWN AT ST. CHARLES
PLAT FIFTEEN-B/SIXTEEN-A

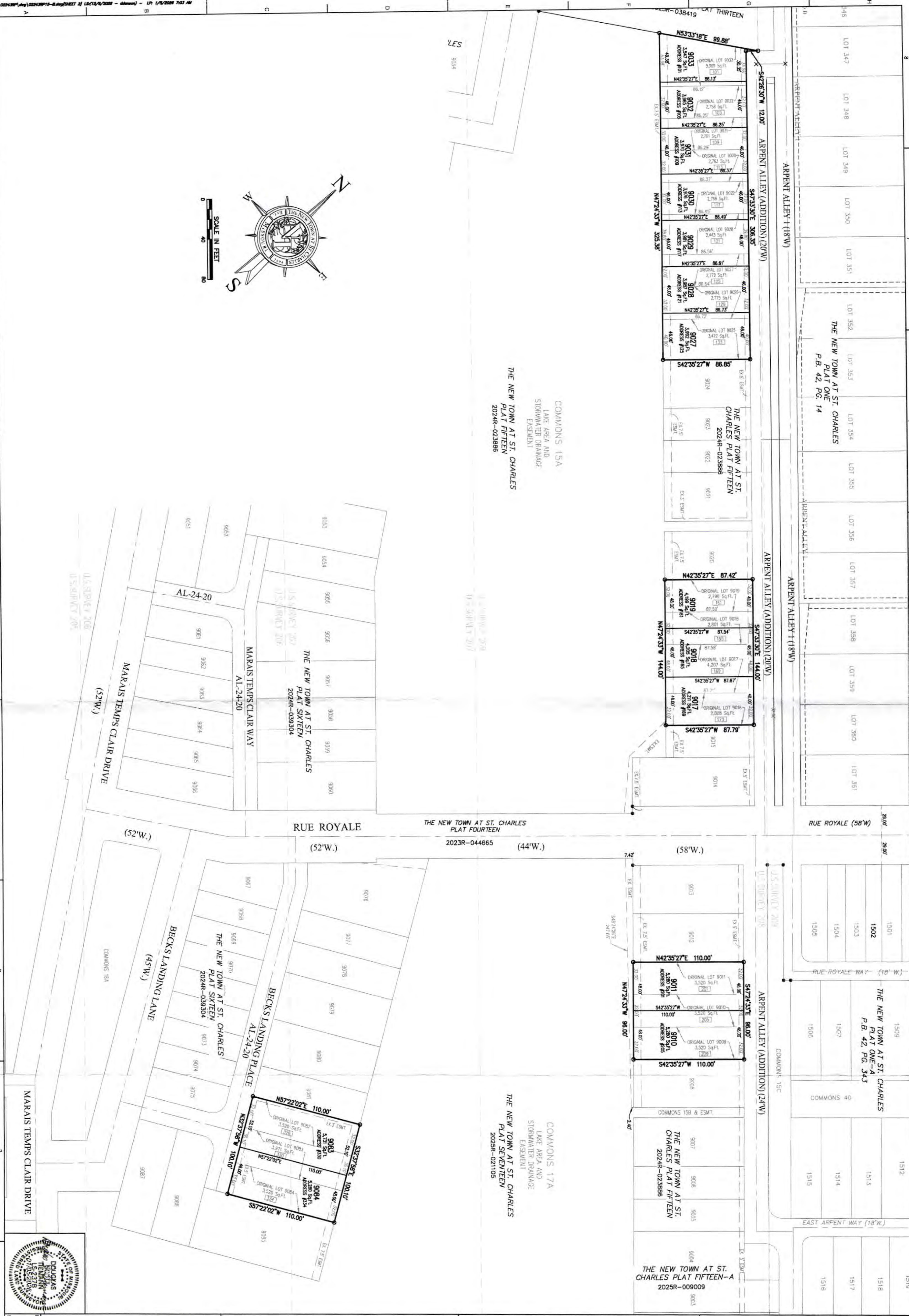
DATE:	DECEMBER, 2025
DRAWN BY:	DWD
CHECKED BY:	BWS
DWG SCALE:	1"=40'
PROJECT NO:	357-780.0001
APPROVED BY:	DRAFT

DRAWING NO.
SV01
SHEET 1 OF 2

EXHIBIT A

R:\2025\357-780.0001 - New Town at St. Charles Plat 15 & 16\SURVEY\15-16 Re-Plat\SHEET 15 & 16 (15-16 Re-Plat) - DWD 12/5/2025 7:28 AM

K:\...\SHEET 2 LS(12/8/2025 - ddemann) - LP: 1/5/2026 7:03 AM



DRAWING NO.: **SV01**
SHEET 2 OF 2

THE NEW TOWN AT ST. CHARLES
PLAT FIFTEEN-B/SIXTEEN-A

DATE:	DECEMBER, 2025	DRAWN BY:	DWD
DWG SCALE:	1"=40'	CHECKED BY:	BWS
PROJECT NO:			357-760.0001
APPROVED BY:			DRAFT

HOUSTON HOMES, LLC

3070 WINGHAVEN BOULEVARD
O'FALLON, MISSOURI 63368

CEC
Civil & Environmental Consultants, Inc.

1450 Beale Street
Suite 305
St. Charles, MO 63303
Ph: 314.656.4566
www.cecinc.com

REVISION RECORD

NO	DATE	DESCRIPTION

ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE IN THE STATE OF NORTH CAROLINA WILL BE PROVIDED BY CEC ENGINEERS & CONSULTANTS, LLC. LANDSCAPE ARCHITECTURE SERVICES IN THE STATE OF OHIO WILL BE PROVIDED BY CEC LANDSCAPE ARCHITECTS, LLC. SURVEYING SERVICES IN PUERTO RICO WILL BE PROVIDED BY CEC SURVEYING AND LANDSCAPE ARCHITECTS OF NC, PLLC.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14053

Request for Council Action

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

Description:
AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE UNITED STATES POSTAL INSPECTION SERVICE WITH RESPECT TO A JOINT COOPERATIVE LAW ENFORCEMENT EFFORT REFERRED TO AS THE METROPOLITAN PARCEL DRUG TASK FORCE.

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

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

Summary:

The purpose of this Agreement is to develop a cooperative effort with Federal, State and local law enforcement agencies charged with the investigation and prosecution of criminal offenses involving the trafficking of controlled substances and money laundering violations, as well as to establish the terms and conditions under which participating Agencies may coordinate investigative efforts with and/or provide assistant to the USPIS in developing investigations and cases for criminal prosecution.

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

Fiscal Impact: **Select One**

Account #: Revenue: 100-199-199-450-203
Vehicle Revenue: 410-199-199-450-205
OT Expense: 100-220-210-610-003

Project #:

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

Bill No. 14053 Ordinance No._____

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

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE UNITED STATES POSTAL INSPECTION SERVICE WITH RESPECT TO A JOINT COOPERATIVE LAW ENFORCEMENT EFFORT REFERRED TO AS THE METROPOLITAN PARCEL DRUG TASK FORCE.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Memorandum of Understanding between the City of St. Charles, Missouri and the United States Postal Inspection Service with respect to a joint cooperative law enforcement effort referred to as the Metropolitan Parcel Drug Task Force is authorized and approved. The Intergovernmental Memorandum of Understanding shall be substantially the same in form and content as attached hereto and identified as Exhibit A. The Mayor and City Clerk is authorized to execute the Agreement and any attachments as further approved by the City Attorney, and to perform all acts necessary to carry out the intent of this ordinance.

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

_____ _____

Date Passed Michael Galba, Presiding Officer

_____ _____

Date Approved by Mayor Daniel J. Borgmeyer, Mayor

Approved as to Legal Form: Attest:

Holly Magdziarz 1/9/2026

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk

Bill No. 14053

CERTIFICATE OF DIRECTOR OF FINANCE

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

Jennifer O'Connor 1-12-26

Jennifer O'Connor, Director of Finance Date

\\stchfile\Legal\ORDINANCES\ORDINANCES\CONTRACTS\Intergovernmental Agmt USPS Inspection Service (01.09.2026).docx

MEMORANDUM OF UNDERSTANDING

between

U.S. Postal Inspection Service

and

St. Charles Police Department

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are the U.S. Postal Inspection Service (USPIS) and St. Charles Police Department (Participating Agency).

2. **AUTHORITY.** Title 18, United States Code (U.S.C.), Section 3061; 39 U.S.C. § 401, 404, and 411.

3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to USPIS jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of USPIS designations by certain employees of the Participating Agency.

   Law enforcement officers designated by the Chief Postal Inspector as other agents of the United States Postal Service (USPS) with the authority to investigate criminal matters related to the USPS and the mails pursuant to 18 U.S.C. § 3061 may exercise the same powers as a Postal Inspector as set forth in 39 C.F.R. § 233.1 and USPS Administrative Support Manual (ASM) § 2. The Chief Postal Inspector may place limits on the exercise of these powers.

   There may be instances when USPIS determines that it is desirable for certain sworn law enforcement employees of the Participating Agency to perform certain USPIS duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

   The Parties agree as follows:

   USPIS agrees to:

   a. Designate certain employees of the Participating Agency as Postal Inspector Task Force Officers (TFOs), to perform the duties as noted on the IS Form 506, *Task Force Officer - Designation*. A blank copy of IS Form 506, *Task Force Officer - Designation,* is attached hereto as Attachment A and incorporated herein by reference.

EXHIBIT A

b. Issue an IS Form 506, *Task Force Officer - Designation*, to each designated TFO.

c. Provide appropriate training in laws, policies, and procedures to each designated TFO including, but not limited to, the USPIS Task Force Officer Cross-Designation Training Course.

d. Reimburse the Participating Agency for overtime salary expenses directly related to each designated TFO's work on USPIS investigations as outlined in the *Task Force Officer - Cost Reimbursement Agreement*, which is attached hereto as Attachment B and hereby made part of this MOU.

e. Provide a stipend to the Participating Agency for the sole use of providing an acceptable vehicle for the TFO to use in furtherance of their obligations to the USPIS as outlined in the *Task Force Officer - Vehicle Use Agreement*, which is attached hereto as Attachment C and hereby made part of this MOU. In the event a TFO is on extended leave or subject to sections 4(r) below, the stipend will be prorated to exclude those days.

f. Provide TFOs access badges, necessary keys, a cellphone, computer, and access to office space and equipment as required.

g. Provide TFOs with USPIS TFO credentials and badge. TFOs are required to identify themselves with the title, badge, and credentials issued by their employing agency. TFOs are prohibited from identifying themselves as Postal Inspectors or as employees of the USPIS. TFOs may display their authorizing documentation or TFO credentials and badge as necessary.

h. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the TFOs while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).

<u>The Participating Agency agrees</u>:

i. That only sworn law enforcement officers of the Participating Agency who successfully complete the appropriate USPIS Task Force Officer Cross-Designation Training Course and receive an approved IS Form 506, *Task Force Officer – Designation,* will be designated as TFOs.

j. To advise USPIS of each court proceeding in which the validity of a TFO's enforcement authority becomes an issue and allow USPIS to provide legal memoranda or other assistance as deemed necessary by USPIS.

k. That Participating Agency employees designated as TFOs will follow USPIS directives, instructions, and policies when exercising enforcement authority conveyed by USPIS. Relevant sections of the Inspection Service Manual will be made available upon request.

l. To provide to USPIS, before designation of each TFO and on an ongoing basis, any derogatory information, or information that may call into question the TFO's truthfulness or ability to testify in court to include any corrective action

issued to the TFO by the Participating Agency.

m. To be responsible for the pay and benefits of their employees, subject to section 4(d) above.

n. To return all USPIS-issued equipment and identification when a TFO's designation is terminated.

o. To furnish a vehicle for use by the TFO. Said vehicle use shall allow the TFO immediate access to such vehicle to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, and to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

p. To provide the TFO for witness preparation and testimony even if the officer is no longer subject to IS Form 506, *Task Force Officer - Designation*.

q. That TFOs issued body-worn cameras (BWCs) by the Participating Agency are required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

   TFOs who are not issued BWCs by the Participating Agency, will be issued BWCs by the USPIS and will be required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

r. That TFO designations require immediate revocation if the TFO is charged with a criminal offense, to include, but not limited to, fraud, domestic violence, abuse of law enforcement authority, misuse of a firearm, or theft. Revocations may not be appealed.

s. That TFOs may carry and deploy any weapons and equipment authorized by the Participating Agency while engaged in task force operations, with the following restrictions and exceptions:

   1. Deployment of semi-automatic rifles on USPIS operations are required to be approved by the supervising Team Leader, in accordance with USPIS policy.

   2. Deployment of specialized tactical equipment and weapons is prohibited, e.g., flash bang devices, sniper rifles. This restriction does not apply if the TFO is supporting a task force operation by participating as a member of a separate entry or tactical team.

t. That TFOs are required to adhere to USPIS application of force policy.

u. That TFOs will complete all required compliance training detailed in USPIS policy.

v. That TFO designations require favorable adjudication at the Background Investigation – High Risk (BI) level. TFOs must maintain the BI level

throughout their designation as TFOs.

w. That the Participating Agency will submit an IS Form 505, *Task Force Officer – Certificate of Good Standing,* for each of its TFOs on an annual basis. A copy is attached hereto as Attachment D and hereby made part of this MOU.

Both Parties agree:

x. That TFO designations may be revoked or discontinued at any time, without cause, by the Chief Postal Inspector or designee or Inspector in Charge of the sponsoring USPIS field division. Revocations and discontinuances may not be appealed.

y. That any abuse of USPIS cross-designation authority by a TFO may lead to the immediate revocation of such cross-designation and the relevant IS Form 506, *Task Force Officer - Designation*.

z. To schedule periodic meetings to review this MOU, as required.

aa. That forfeiture actions arising from investigations under this MOU will be processed by the USPIS. All seizures subject to this MOU will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines.

bb. That evidence collected in USPIS investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless otherwise approved by the USPIS.

cc. That the TFO will cooperate in all aspects and phases of the litigation of cases the TFO participated in under this MOU.

dd. That the Participating Agency shall provide the USPIS 30 days advance notice of their intent to cease the TFO activities of an individual subject to an IS Form 506, *Task Force Officer - Designation*, whenever possible.

ee. To the following information sharing principles:

1. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

2. Sensitive information from both parties shall be protected from disclosure to authorized persons or groups.

3. The USPIS is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the USPIS so that corrective action can be taken. Similarly, if the USPIS becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

4. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

5. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

5. **REPORTING AND DOCUMENTATION.** USPIS will maintain the original signed IS Form 506, *Task Force Officer - Designation*, and the IS Form 509, *Task Force Officer – Policy Acknowledgement*. Copies of this form will be held by the Cyber and Investigative Technology Group, Task Force Officer Program, at USPIS National Headquarters, the designated TFO, and the Participating Agency.

6. **POINTS OF CONTACT:**

USPIS Division CHICAGO

Name: Joel Zwick

Title: Team Leader

Address: 1106 Walnut St., St. Louis MO 63199

Telephone: 314-399-6218

E-mail Address: jpzwick@uspis.gov

Participating Agency St. Charles Police Department

Name: George Grove

Title: Interim Chief of Police

Address: 1781 Zumbehl Rd, St Charles, MO 63303

Telephone: (636) 949-3300

E-mail Address: George.Grove@stcharlescitymo.gov

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

   Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

   The forms and authorities referenced herein may be renamed or replaced by USPIS without prejudice to this MOU.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each TFO is effective on the date the last Party signs the form.

9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

U.S. Postal Inspection Service

Ruth M. Mendonca
USPIS Approving Official Name

Inspector in Charge
USPIS Approving Official Title

USPIS Approving Official Signature

Date

St. Charles Police Department
Agency Name

George Grove
Agency Approving Official Name

Interim Chief of Police
Agency Approving Official Title

Agency Approving Official Signature

01/09/2026
Date

City of St. Charles, Missouri

Approved as to Form and Content by:

Inspector-Attorney
Office of Counsel

Daniel J. Borgmeyer, Mayor

SIGN HERE

Attest:

Kimberly Hudson, City Clerk

UNITED STATES POSTAL INSPECTION SERVICE
TASK FORCE OFFICER (TFO) - COST REIMBURSEMENT AGREEMENT
Attachment B

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and St. Charles Police Department (Participating Agency), Federal Taxpayer Identification Number 43-6003120 that:

Subject to the availability of funds, the USPIS will reimburse the Participating Agency for overtime payments to Task Force Officers (TFOs) for workhours authorized under the Memorandum of Understanding (MOU) between the USPIS and the Participating Agency.

At the beginning of each USPIS fiscal year (FY), prior to the submission of any overtime reimbursement requests, the Participating Agency will provide the salary and hourly overtime rate for each approved TFO subject to the MOU.

Overtime reimbursements for TFOs subject to the MOU will be calculated at the hourly overtime rate provided by USPIS at the beginning of each USPIS Fiscal Year. USPIS will state the maximum reimbursement allowable for overtime worked pursuant to the MOU per TFO.

The Participating Agency agrees to provide monthly overtime invoices specific to individual TFOs to include the date(s) and number of overtime hours worked along with the associated case numbers for each entry. Overtime and vehicle reimbursement requests under this MOU must be submitted to the USPIS at the address below by the 10th calendar day of the next calendar month:

U.S. Postal Inspection Service
ATTN Karen Abernathy
433 W. Harrison Room 50190
Chicago, IL 60669-2201

Reimbursement will be paid to the Participating Agency on a monthly basis following verification by USPIS. Requests received after the 10th calendar day of the next calendar month may not be accepted.

Overtime and vehicle reimbursement will be made directly to the Participating Agency by USPIS. All overtime and vehicle reimbursement payments are made by electronic fund transfer ("EFT"). An ACH vendor/miscellaneous payment enrollment form must be on file with the CHICAGO Division Headquarters to facilitate payments.

Requests for overtime reimbursement must include the following:

1. Name, rank, and Participating Agency identification number of the TFO;
2. Overtime compensation rate;
3. Total Number of reimbursable hours claimed;
4. Dates of work hours claimed and associated USPIS case number for each entry;
5. Certification signed by an appropriate supervisor of the Participating Agency that the request has been personally reviewed, the information is accurate, and the TFOs for whom reimbursement is claimed were assigned to the joint initiative pursuant to the MOU;
6. Invoice number and invoice date;
7. TIN;
8. Banking information, to complete the electronic funds transfer. The necessary banking information is the depositor's account title, bank account number, routing number, and type of account (checking, savings, or lockbox). If the banking information changes, the Participating Agency must submit a new ACH vendor/miscellaneous payment enrollment form to the USPIS.

APPROVED BY:

U.S. Postal Inspection Service

Ruth M. Mendonca
USPIS Approving Official Name

Inspector in Charge
USPIS Approving Official Title

USPIS Approving Official Signature

Date

Approved as to Form and Content by:

Inspector-Attorney
Office of Counsel

St. Charles Police Department
Agency Name

George Grove
Agency Approving Official Name

Interim Chief of Police
Agency Approving Official Title

Agency Approving Official Signature

01/09/2026
Date

SIGN HERE

City of St. Charles, Missouri

Daniel J. Borgmeyer, Mayor

Attest:

Kimberly Hudson, City Clerk

UNITED STATES POSTAL INSPECTION SERVICE TASK FORCE OFFICER - VEHICLE USE AGREEMENT

Attachment C

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and St. Charles Police Department (Participating Agency), Federal Taxpayer Identification Number 43-6003120 that:

☐ The Participating Agency will provide a law enforcement vehicle (LEV) for each of its officers authorized to work as TFOs under the Memorandum of Understanding between the USPIS and the Participating Agency.

USPIS will provide payment of $2,500.00 per year for the routine maintenance of each such LEV. Respective LEVs, other than in emergency situations, will be driven by personnel of the Participating Agency owning the vehicle.

OR

☑ USPIS agrees to provide the Participating Agency a monthly stipend of $850.00 for the sole use of providing an acceptable vehicle[1] for the TFO to use in furtherance of their obligations under this MOU. The stipend incorporates all associated costs for the vehicle to include routine maintenance and minor repairs of the vehicle.

This is an internal government agreement between USPIS and the Participating Agency and is not intended to confer any right or benefit to any private person or party.

Regardless of which option is elected above, the Participating Agency is responsible for all vehicle insurance, actual maintenance, registration, taxes, mileage reimbursement and any other legal obligations related to the LEV and its use.

The Participating Agency also agrees to ensure all officers authorized to work as TFOs under the MOU possess and maintain a valid driver's license for the duration of their participation as TFOs.

[1] An acceptable vehicle is defined as one that is available and operable to meet the needs of the TFO at all times.

APPROVED BY:

U.S. Postal Inspection Service

Ruth M. Mendonca
USPIS Approving Official Name

Inspector in Charge
USPIS Approving Official Title

USPIS Approving Official Signature

Date

St. Charles Police Department
Agency Name

George Grove
Agency Approving Official Name

Interim Chief of Police
Agency Approving Official Title

Agency Approving Official Signature

01/09/2026
Date

City of St. Charles, Missouri

Approved as to Form and Content by:

Daniel J. Borgmeyer, Mayor

Inspector Attorney
Office of Counsel

Attest:

Kimberly Hudson, City Clerk

UNITED STATES POSTAL INSPECTION SERVICE

TASK FORCE OFFICER (TFO) - CERTIFICATE OF GOOD STANDING

Attachment D

Task force officers (TFO), working under the authority granted by an Inspection Service Deputation must meet the criteria listed below. Please indicate whether the below named TFO has satisfied each requirement by selecting "YES" or "NO" *(select Yes or No for each item):*

- ☑ YES ☐ NO Continue to be employed as a sworn law enforcement officer with a local, county, or state law enforcement agency, or an agency approved by the Department of Justice.
- ☑ YES ☐ NO Have no convictions for domestic violence, as defined in the Lautenberg Amendment, Title 18 U.S.C. 922(g)(9).
- ☑ YES ☐ NO Successfully qualify with an authorized firearm within the last 12 months on their employing agency's approved course of fire and continuously maintain the ability and authorization to carry a firearm.
- ☑ YES ☐ NO Average at least 24 work hours per week each month on Inspection Service Investigations.
- ☑ YES ☐ NO Remain in good standing with the Participating Agency with no allegations of misconduct or excessive use of force.
- ☑ YES ☐ NO Have no pending criminal offense charges against them to include, but not limited to, fraud, domestic violence, abuse of law enforcement authority, misuse of a firearm, or theft.
- ☑ YES ☐ NO Have no derogatory information that may call into question the TFO's truthfulness or ability to testify in court to include any corrective action issued to the TFO by the Participating Agency.
- ☑ YES ☐ NO Remain drug free and in compliance with the U.S. Postal Inspection Service drug policy.
- ☑ YES ☐ NO Maintain and possess a valid driver's license.

I certify that the above statements are true and correct, and that TFO Jonathan Weiss remains in good standing.

St. Charles Police Department
Agency Name

George Grove
Agency Approving Official Name

Interim Chief of Police
Agency Approving Official Title

Agency Approving Official Signature

01/09/2026
Date

City of St. Charles, Missouri

Daniel J. Borgmeyer, Mayor

Attest:

Kimberly Hudson, City Clerk

Approved as to Form and Content by:

Inspector-Attorney
Office of Counsel

SIGN HERE

IS Form 505
UPDATED 9.22.2025
All previous versions of this form are obsolete

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 1/20/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14054

Request for Council Action

Ward(s): 3 **Sponsor(s):** Michael Galba

Description:
A Development Agreement with Riverpoint AAA, LLC for Lots B and C in Riverpointe Block 100 #2 for the construction of a dual branded hotel, restuarant and roof top bar.

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

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

Summary:
Please see the attached information paper for more information on this agreement.

Staff recommends approval of the attached agreement.

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

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

Riverpointe Lots B and C Information Paper

In August 2025, the City approved a purchase sales agreement for Lots B and C of Riverpointe for the construction of a dual branded hotel, high end restaurant and roof top bar with the understanding the two parties would need to work together financially to bring this project to fruition. As part of the due diligence on the project (180 days, expires February 17, 2026), the Developer presented an economic pro forma for development of these lots for the intended use of a dual branded hotel (100 rooms Mariott AC and 80 rooms Mariott Element) with a high end restaurant and roof top bar with 126 below surface parking spaces and 190 surface level parking spaces demonstrating the need for an economic incentive package to bridge the gap between the cost to develop the asset and the value of the asset post development. The proforma shows total development costs of $55 Million, to create a $49 Million asset.

Currently the property is owned by the City of St. Charles and does not generate any tax revenue. The City and its consultant extensively reviewed the pro forma and determined the baseline incentive package needed to complete this project and the amenities the City requested. To accomplish this abatement, the attached agreement sets out the agreement on the following incentives:

- Chapter 100 property tax abatement years 1-10 of 95%, years 11-25 of 50%
- Chapter 100 construction sales tax exemption on construction materials,
- Establishment of a 1% sales tax for a Transportation Development District (TDD)*
- 60% of the site generated proceeds of the already established Community Improvement District (CID) sales tax *
- Site generated new per room night special assessment of $7.50 under the CID. *

*-CID and TDD proceeds can only be used for qualified infrastructure expenses.

During the abatement period significant new sources of tax revenue will be generated by the project as projected in the table below:

	Est. Revenue to City of St. Charles (Cumulative Total)					
	At Completion	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr
City Sales Tax (2%)	$ 298,290	$ 1,552,313	$ 3,266,192	$ 5,158,453	$ 7,247,663	$ 9,554,318
City Tourism License Tax (1%)	$ 149,145	$ 776,157	$ 1,633,096	$ 2,579,227	$ 3,623,831	$ 4,777,159
City Hotel/Motel Tax (0.75%)	$ 111,859	$ 582,117	$ 1,224,822	$ 1,934,420	$ 2,717,873	$ 3,582,869
CID Sales Tax (40% Portion)	$ 59,658	$ 310,463	$ 653,238	$ 1,031,691	$ 1,449,533	$ 1,910,864
City Real Property (0.7718%)	$ 2,287	$ 11,807	$ 24,792	$ 168,725	$ 327,009	$ 502,462
Total Revenue	**$ 621,239**	**$ 3,232,857**	**$ 6,802,141**	**$ 10,872,516**	**$ 15,365,909**	**$ 20,327,672**

In addition, the completion of the Hotels will create approximately 68 full time jobs, with a total annual payroll of $2.6M, with the full service restaurant projected to create 39 full time jobs with a total annual payroll of $1M.

Sponsored By: Michael Galba

BILL NO. 14054 **ORDINANCE NO. ____**

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AND RIVERPOINT AAA, LLC.

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City of St. Charles, Missouri (the "City"), that the City enter into an agreement with the Riverpointe Community Improvement District (the "CID") and Riverpoint AAA, LLC (the "Developer"), whereby (1) the Developer will agree to construct an approximately 80-room extended stay hotel, an approximately 100-room midscale lifestyle hotel, a restaurant and rooftop bar, and associated infrastructure improvements (collectively, the "Project Improvements"), (2) the CID will agree to reimburse the Developer in installments plus interest for a portion of the Project Improvements and (3) the City will provide, subject to further Council approval, partial real property tax abatement and sales tax exemption on building materials used to construct the Project Improvements, all subject to the terms of the agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Development Agreement. The City is hereby authorized to enter into a Development Agreement with the CID and the Developer, in substantially the form attached as **Exhibit A** hereto, with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Development Agreement, 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 Development Agreement.

Section 2. 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 the Development Agreement. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

_____ _____

Date Passed Michael Galba, Presiding Officer

_____ _____

Date Approved by Mayor Daniel J. Borgmeyer, Mayor

BILL NO. 14054

Approved as to Form:

Holly Magdziarz 1/14/2026

Holly Magdziarz, City Attorney Date

Attest:

Kimberly Hudson, City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

[On file in the office of the City Clerk]

DEVELOPMENT AGREEMENT

Dated as of _____, 2026

AMONG THE

CITY OF ST. CHARLES, MISSOURI,

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

AND

RIVERPOINT AAA, LLC

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, dated as of _____, 2026 (this **"Agreement"**), among the **CITY OF ST. CHARLES, MISSOURI**, a home rule charter city organized and existing under the laws of the State of Missouri (the "**City**"), the **RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the **"CID"**) and **RIVERPOINT AAA, LLC**, a Missouri limited liability company (including any successors in interest as an owner or owners of portions of the hereinafter-defined Project Site, the **"Developer"**). The City, the CID and the Developer are collectively referred to as the "Parties."

RECITALS:

1. The City has determined that it is essential to the economic and social welfare of the City that it promote the vitality of the community by assuring opportunities for development and sound, stable commercial growth.

2. The Developer has the contractual option to acquire, from the City, approximately 3.53 acres of property located within the "Riverpointe" area of the City (the **"Project Site,"** as more fully described on **Exhibit A** attached hereto) and proposes to construct thereon (a) an approximately 80-room extended stay hotel (planned as an Element Hotel), (b) an approximately 100-room midscale lifestyle hotel (planned as an AC Hotel) (collectively, the **"Hotels"**), and (c) a restaurant and rooftop bar (collectively, the **"Retail"**). In connection therewith, the Developer will construct parking, stormwater, water, sewer, landscaping and other infrastructure improvements (collectively with the Hotels and the Retail, the **"Project Improvements"**). The Developer expects a portion of the Project Improvements to be eligible for payment by the CID (the **"CID Improvements"**) and a portion of the Project Improvements to be eligible for payment by the TDD (as hereafter defined) (the **"TDD Improvements"**).

3. The Parties expect the Hotels, when operational, to provide significant economic and other benefits to the City over time, by paying real estate and personal property taxes to the City and other taxing jurisdictions whose boundaries encompass all or part of the Project Site, and by generating retail sales tax revenues for the City and other entities collecting retail sales taxes.

4. The Parties desire to enter into this Agreement whereby the Developer will agree to develop, construct and equip the Project Improvements, the CID will agree to reimburse the Developer for the costs of the CID Improvements, and the City will assist the Developer in implementing other economic development incentives to assist in the development of the Project Improvements.

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 Parties hereto hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used herein shall have the following meanings:

"Agreement" means this Development Agreement dated as of _____, 2026, among the City, the CID and the Developer, as from time to time amended and supplemented in accordance with the provisions hereof.

"Certificate of Substantial Completion" means a document substantially in the form of **Exhibit B**, attached hereto and incorporated herein by reference, delivered by the Developer to the CID in accordance with this Agreement and which, upon the City's acceptance thereof, will evidence the Developer's satisfaction of all obligations and covenants with respect to the construction of the CID Improvements in accordance with this Agreement.

"CID" means the Riverpointe Community Improvement District.

"CID Act" means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

"CID Improvements" means the portion of the Project Improvements to be paid with proceeds of the CID Sales Tax or the CID Special Assessment.

"CID Sales Tax" means the existing 1% sales and use tax imposed by the CID in accordance with the CID Act.

"CID Sales Tax Revenues" means 60% of the revenues generated by the CID Sales Tax from the Project Site and received by the CID, excluding, however, (a) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (b) any sum received by the CID that is the subject of a suit or other claim communicated to the CID, which suit or claim challenges the collection of such sum, until such suit or other claim is withdrawn or resolved against the claimant.

"CID Special Assessment" means a special assessment equal to $7.50 per occupied hotel room night within the boundaries of the CID.

"CID Special Assessment Revenues" means the revenues generated by the CID Special Assessment from the Project Site and received by the CID, excluding, however, (a) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (b) any sum received by the CID that is the subject of a suit or other claim communicated to the CID, which suit or claim challenges the collection of such sum, until such suit or other claim is withdrawn or resolved against the claimant.

"Project" means, collectively, the Project Site and the Project Improvements, and all additions, modifications, improvements, replacements and substitutions made thereto, as they may at any time exist.

"Project Improvements" means the buildings, structures, improvements and fixtures to be constructed on the Project Site.

"Project Site" means the real property legally described on **Exhibit A** hereto.

"TDD" means a transportation development district to be formed to fund a portion of the costs of the Project Improvements.

"TDD Act" means the Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

"TDD Cooperation Agreement" means an agreement to be entered into among the City, the TDD and the Developer, providing for the maintenance and dedication of the TDD Improvements and the use of TDD Sales Tax Revenues to reimburse the Developer for the costs of the TDD Improvements.

"TDD Improvements" means the portion of the Project Improvements to be paid with proceeds of the TDD Sales Tax.

"TDD Sales Tax" means the transportation development district sales tax to be levied by the TDD at a rate of 1% in accordance with the TDD Act.

"TDD Sales Tax Revenues" means the revenues generated by the TDD Sales Tax, excluding, however, (a) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (b) any sum received by the TDD that is the subject of a suit or other claim communicated to the TDD, which suit or claim challenges the collection of such sum, until such suit or other claim is withdrawn or resolved against the claimant.

ARTICLE II

IMPLEMENTATION OF THE PROJECT

Section 2.1. Construction of the Project Improvements; Governmental Approvals.

(a) All construction plans for the Project shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and shall be in sufficient completeness and detail to show that all aspects of construction will be in conformance with all applicable City codes, ordinances and regulations and in accordance with applicable law.

(b) The City and its duly authorized agents may, at reasonable times during normal business hours, subject to safety and security requirements, inspect all work being performed in connection with the construction and installation of the Project Improvements.

(c) All construction contracts for the Project Improvements entered into by or on behalf of the Developer shall state that the contractor has no recourse against the City or the CID in connection with the contractor's construction of the Project Improvements.

(d) During the course of construction of the Project Improvements, the Developer shall obtain (i) workers' compensation insurance and (ii) commercial public liability in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri. The Developer shall name the City and the CID as additional insureds on its commercial public liability insurance.

(e) The Developer shall obtain or cause to be obtained all necessary governmental approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Developer and to use its best efforts to process and consider all applications for the governmental approvals promptly as received.

(f) For any CID Improvements or TDD Improvements, the Developer shall provide the CID or the TDD, as applicable, with a performance and payment bond in accordance with Section 107.170 of the Revised Statutes of Missouri. The Developer shall comply with all other federal, state and local laws relating to the construction of the Project Improvements, including, but not limited to, laws relating to the

payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Project Improvements.

(g) The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the Project Improvements. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation by or on behalf of itself in a qualified work authorization program as evidence thereof.

Section 2.2. Construction Schedule.

(a) The Developer shall cause the commencement and substantial completion of the Project Improvements in accordance with the following schedule:

Activity	**Time for Performance**
The Developer shall have commenced construction of the Project Improvements (i.e., pouring of foundations)	By June 1, 2027
The Developer shall have substantially completed the Project Improvements	By June 1, 2028

(b) Notwithstanding the foregoing, times for performance of obligations hereunder shall be extended by the number of days of delay caused by actions or events beyond the control of the Developer, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, acts of terrorism, significant escalation of hostilities involving U.S. armed forces, an inordinate delay in the issuance of any permits and/or legal authorization by a governmental entity that is necessary for the Developer to proceed with construction of the Project Improvements or any portion thereof (but only if the Developer files all necessary documentation relating thereto in a timely manner), shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, public health emergency or other causes beyond the reasonable control of the Developer (each, an "**Excusable Delay**"). The Developer agrees that, to the best of its knowledge, no Excusable Delay exists at the time of execution of this Agreement.

(c) No Excusable Delay shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards, (2) as to any matter unreasonably sustained by the Developer, and (3) unless either (i) the Developer uses good faith efforts to provide the City with a written notice within 30 days after the date on which the Developer first becomes aware of the claimed Excusable Delay and specifying in reasonable detail the nature of the Excusable Delay, or (ii) the Developer demonstrates to the City's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's reasonable control, has been unable to complete such obligations within the time specified in this Agreement. The Parties agree that lender restrictions, financial conditions, economic conditions, market conditions, lack of tenant interest and similar conditions or events do not constitute Excusable Delays.

(d) Notwithstanding any provision herein to the contrary, no Excusable Delay shall extend the times for performance under this Section by more than 90 days unless approved by the City Council.

Section 2.3. Certificate of Substantial Completion. Promptly after substantial completion of the CID Improvements, the Developer shall furnish a Certificate of Substantial Completion to the CID. The CID shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The CID shall accept or reject the Certificate of Substantial Completion in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the CID. If the CID fails to approve or reject a Certificate of Substantial Completion in writing within such 45-day period, then the Developer shall notify the CID in writing of its failure to act on the Certificate of Substantial Completion and the CID shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the CID has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the CID. If the CID rejects the Certificate of Substantial Completion, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the Project Improvements in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of the CID, to obtain such acceptance.

ARTICLE III

INCENTIVES TO UNDERTAKE THE PROJECT

Section 3.1. Community Improvement District.

(a) The City and the CID will cooperate with the Developer to implement the CID Special Assessment; provided, nothing herein shall obligate the City Council or the Board of Directors of the CID to approve the CID Special Assessment.

(b) To be reimbursed for costs of the CID Improvements, the Developer shall, within 90 days after the City's acceptance of the Certificate of Substantial Completion, provide to the CID an accounting of all costs advanced by the Developer to construct the CID Improvements (the **"Reimbursable CID Costs"**).

(c) Following the CID's receipt and approval of such costs and any additional information reasonably requested by the CID to verify the Developer's submittals, the CID shall use all CID Sales Tax Revenues and all CID Special Assessment Revenues to reimburse the Developer for Reimbursable CID Costs.

(d) The reimbursement payments to the Developer described in (b) above shall be made quarterly on each January 1, April 1, July 1 and October 1 (each, a **"Payment Date"**) beginning on the first Payment Date (or if a Payment Date falls on a day when the City is not open for business, the next business day) after the later of (i) the Developer submits the information required by subsection (b) above or (ii) the CID first receives CID Sales Tax Revenues or the CID Special Assessment Revenues. The CID shall continue to make such quarterly payments until the earlier of (A) the date upon which the Developer has been fully reimbursed for Reimbursable CID Costs plus accrued interest as described below or (B) the expiration or earlier dissolution of the CID.

(e) Interest shall accrue on the Reimbursable CID Costs at a fixed rate equal to the lesser of (i) the U.S. Prime Rate published in The Wall Street Journal (based on a 30/360 basis) (but in no event lower than 6.0%) or (ii) the maximum interest rate permitted by Missouri law (currently 10%), as of the date on

which the Reimbursable CID Costs are submitted pursuant to subparagraph (b), with interest compounding on each Payment Date thereafter.

(f) The CID is obligated only to make the payments described in this Section as may lawfully be made from funds budgeted and appropriated for that purpose during the CID's then-current fiscal year. The obligations of the CID to make the payments hereunder constitute a current expense of the CID, are from year to year, and do not constitute a mandatory payment obligation of the CID in any fiscal year beyond the then-current fiscal year of the CID. The CID's obligations hereunder shall not in any way be construed to be a debt of the CID in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the CID, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the CID. **The City has no obligations whatsoever with respect to payment of the Project Improvements.**

(g) Notwithstanding anything to the contrary contained herein, the CID may issue or cause to be issued notes, bonds or other obligations and use the proceeds thereof to reimburse the Developer for the Reimbursable CID Costs and any interest accrued thereon pursuant to this Section prior to such reimbursement. The CID shall notify the City in writing prior to issuing or causing the issuance any notes, bonds or other obligations and shall not issue any tax-exempt notes, bonds or other obligations without the City's written consent.

Section 3.2. Transportation Development District.

(a) The Developer may petition the Circuit Court of St. Charles County, Missouri, for the creation of a TDD encompassing the Project Site. The City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the TDD.

(b) The Parties acknowledge that the City may appoint one or more advisors to the board of directors, who shall have no vote but shall have the authority to participate in all board meetings and discussions, whether open or closed, and shall have access to all records of the TDD and its board of directors.

(c) The Developer will cause the TDD to enter into the TDD Cooperation Agreement, which shall allow the City and its employees, agents, and representatives to inspect, within 10 business days after request therefor, all contracts, public documents and public records pertaining to the TDD, including but not limited to the TDD Sales Tax and the TDD's financial statements. In addition, the TDD will agree under the Cooperation Agreement to file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the TDD Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri.

(d) The TDD Cooperation Agreement shall provide that the TDD Sales Tax Revenues shall be applied as follows:

(1) first, to the payment of "Annual Operating Costs," which means up to $15,000 beginning with the first fiscal year in which TDD Sales Tax Revenues are generated, increased by 3% for each fiscal year thereafter; and

(2) second, to reimburse the Developer for costs advanced by the Developer to construct the TDD Improvements (the **"Reimbursable TDD Costs"**).

(e) The TDD Cooperation Agreement will require the TDD to promptly advise the City of all disbursements.

Section 3.3. Partial Real Property Tax Abatement.

(a) In accordance with the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri and the City Charter, the City intends to issue industrial development revenue bonds (the **"Chapter 100 Bonds"**) in one or more series to provide partial real property tax abatement on the Project.

(b) The City and the Developer will negotiate the terms and conditions of the Chapter 100 Bond documents in conformance with this Agreement and applicable law. The Developer understands that the issuance of the Chapter 100 Bonds is subject to approval by the City Council by ordinance in its sole discretion. Subject to the foregoing, the City intends to incorporate the following terms into the Chapter 100 Bond documents:

(1) Fee title to the Project will be deeded to the City. The City expects the Project will be exempt from ad valorem real property taxes so long as the City owns title thereto.

(2) The Project will receive 95% real property tax abatement for 10 years and 50% real property tax abatement for 15 years.

(3) The property tax exemptions described in this Agreement shall not apply to special assessments or ad valorem personal property taxes 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 or any portion thereof.

Section 3.4. Sales and Use Tax Exemption. Simultaneous with the issuance of the Chapter 100 Bonds, the City will provide a project exemption certificate to the Developer to facilitate a sales and use tax exemption on qualified building materials used to construct the Project Improvements.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE DEVELOPER AND THE CITY

Section 4.1. Representations.

(a) The Developer represents that as of the date of this Agreement:

(1) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri. The Developer will, during the term of this Agreement, maintain its corporate existence and will continue to be a company authorized to do business in 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 its articles of organization or its operating agreement, as the same may be amended and supplemented, or to the best of its 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) There are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the Developer's knowledge, threatened or affecting the Developer that would impair its ability to enter into or perform its 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 and operate the Project.

(b) The City represents that as of the date of this Agreement:

(1) The City is a home rule charter city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the current City Council's knowledge, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

(c) The CID represents that as of the date of this Agreement:

(1) The CID is duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the CID of this Agreement have been duly authorized by all necessary CID actions.

(3) The CID has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the current CID board of directors' knowledge, threatened or affecting the CID that would impair its ability to enter into or perform its obligations under this Agreement.

Section 4.2. Release and Indemnification.

(a) Notwithstanding anything herein to the contrary, the City, the CID and their respective governing bodies, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise if any ordinance of the City adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final

(as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City or the CID is prevented from performing any of their covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit actions by the Developer seeking specific performance of relevant contracts.

(b) The Developer releases from and covenants and agrees that the City, the CID and their respective governing bodies, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the governing bodies, officials, agents, employees and independent contractors, respectively, thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Project Improvements, except as such may be caused by the intentional conduct, gross negligence, or other acts or omissions of the City, the CID or their respective governing bodies, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

(c) The City, the CID and their respective governing bodies, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, independent contractors or employees or any other person who may be about the Project Site or the Project Improvements due to any act of negligence of any person, except as such may be caused by the intentional misconduct, negligence, or acts or omissions of the City, the CID, their governing bodies, officials, agents, employees, or independent contractors, respectively, that are contrary to the provisions of this Agreement.

(d) All covenants, stipulations, promises, agreements and obligations of the City and the CID contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the CID, respectively, and not of any of their governing body, officials, agents, employees or independent contractors in their individual capacities, respectively.

(e) No member of the governing body, officials, agents, employees or independent contractors of the City or the CID shall be personally liable to the Developer in the event of a default or breach by any party under this Agreement.

(f) The Developer agrees to indemnify, defend and hold harmless the City, the CID, their governing bodies, officials, agents, employees and independent contractors, respectively, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with (i) this Agreement, (ii) the construction of the Project Improvements, and (iii) the negligence or willful misconduct of the Developer, its governing body, officials, agents, employees or independent contractors in connection with the management, development and construction of the Project Improvements, except as such may be caused by the intentional conduct, negligence or breach of this Agreement by the City, the CID, their governing bodies, officials, agents, employees or independent contractors, respectively.

(g) To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, the CID and their respective governing bodies, officials, agents, employees and independent contractors from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Project Site in connection with the construction of the Project Improvements or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Project Site in connection with the construction of the Project Improvements, regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs provided said release or threat of release is not caused as a result of any act,

omission, negligence or misconduct of the City; (ii) (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to the construction of the Project Improvements, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating, to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project Site in connection with the construction of the Project Improvements, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to 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 City 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 about or allegedly on or about the Project Site in connection with the construction of the Project Improvements; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this paragraph, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 *et seq.*), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, order, rule or regulation.

Notwithstanding anything herein to the contrary, the indemnity made by the Developer in this **Section 4.2** shall survive the termination of this Agreement.

Section 4.3. Contractual Payments. If the amount of sales tax that the City receives from the Retail located on the Project Site each year, beginning in the first year full year of operation of the Project, is less than the City's aggregate sales tax rate multiplied by the following benchmarks, the Developer shall pay to the City a payment (the "Contractual Payment") equal to the difference between (1) the amount of sales tax that the City would have received if the following benchmarks had been attained and (2) the amount of sales tax generated by the Retail and actually received by the City for the applicable year:

Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
$2,400,000	$2,448,000	$2,496,960	$2,546,899	$2,597,837

Year 6	**Year 7**	**Year 8**	**Year 9**	**Year 10**
$2,649,794	$2,702,790	$2,756,846	$2,811,983	$2,868,222

Year 11	**Year 12**	**Year 13**	**Year 14**	**Year 15**
$2,925,587	$2,984,098	$3,043,780	$3,104,656	$3,166,749

Year 16	**Year 17**	**Year 18**	**Year 19**	**Year 20**
$3,230,084	$3,294,686	$3,360,580	$3,427,791	$3,496,347

Year 21	**Year 22**	**Year 23**	**Year 24**	**Year 25**
$3,566,274	$3,637,599	$3,710,351	$3,784,558	$3,860,250

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 in year 1 is 2.0%, the benchmark for year 1 would be $46,560 (i.e., $2,400,000 * 2.0% sales tax rate * .97 (to account for

Department of Revenue collection fees and early pay discounts)). If the City only receives $45,000 in sales taxes from the Retail in year 1, then the Developer would owe the City a Contractual Payment of $46,560 - $45,000 = $1,560.

Section 4.4. Costs to be paid by Developer. The Developer shall pay all costs and fees reasonably incurred by the City and the CID, including but not limited to the legal fees of special counsel to the City and the CID, in connection with the preparation and administration of this Agreement, carrying out the duties of the City and the CID under this Agreement, and effectuating (a) an assignment or transfer of this Agreement or (b) any action requested by the Developer that requires legislative proceedings by the City Council or the CID's Board of Directors.

Section 4.5. Public Liability Strictly Limited. The Developer agrees that remedies for any claim arising out of this Agreement or any document relating hereto shall be limited to equitable relief including the availability of specific performance. In no event shall the City, the CID or any official, officer, agent, attorney, employee or representative thereof have any liability in damages or any other monetary liability to the Developer or any lessee, successor, assign, heir or personal representative of the Developer or any affiliate thereof in respect of any suit, claim or cause of action arising out of this Agreement or any document relating hereto. No official, officer, agent, attorney, employee or representative of the City or the CID shall be personally liable to the Developer or any lessee, successor, assign, heir or personal representative of the Developer or any affiliate thereof in the event of any default or breach by the City or the CID under this Agreement, or for any amount that may become due to any party or on any obligations under the terms of this Agreement other than for intentionally wrongful conduct of the City or the CID.

Section 4.6. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's or the CID's sovereign immunity.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Developer's Right of Termination. At any time prior to completion of the Project Improvements, the Developer may, by giving written notice to the City and the CID, abandon or discontinue the construction of the Project and terminate this Agreement and the Developer's obligations hereunder. Upon such termination, (a) the City and the CID shall have no obligation to provide tax abatement or reimburse the Developer for any amounts advanced under this Agreement, or for work performed hereunder, or for costs otherwise incurred or paid by the Developer, and (b) none of the Developer, the City or the CID shall have any further obligation regarding the Project or this Agreement.

Section 5.2. City's Right of Termination. Subject to the Developer's right to cure as provided in **Section 5.3** below, the City may terminate this Agreement if the Developer fails to satisfactorily commence and complete the Project Improvements in accordance with the time schedules and requirements established in this Agreement. Upon such termination, which shall be effective upon the Developer's receipt of written notice from the City, (a) the City and the CID shall have no obligation provide tax abatement or to reimburse the Developer for any amounts advanced under this Agreement, or for work performed hereunder, or for costs otherwise incurred or paid by the Developer, and (b) none of the Developer, the City or the CID shall have any further obligation regarding the Project or this Agreement.

Section 5.3. Defaults and Remedies. In the case of any default or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30

days after receipt of notice (or such longer period as is reasonably required to cure such default, provided that (a) the breaching party has commenced such cure within said 30-day period, and (b) the breaching party diligently prosecutes such cure to completion). If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement.

Section 5.4. Interest on Late Payments. Any amounts owing by the Developer hereunder that are not paid when due shall bear interest at the interest rate of 10% per annum from the date such payment was first due.

Section 5.5. Other Rights and Remedies of Parties; Delay in Performance Waiver.

(a) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific default by a Party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular default, except to the extent specifically waived in writing by the other Party.

(b) The rights and remedies of the Parties to this Agreement (or their successors in interest) shall be cumulative. The exercise by any party of any remedy shall not preclude the exercise by it, at the same time or at another time, of any other remedy for the same default. No waiver made by any party with respect to the performance or obligation of another party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the performance or obligation of another party or condition to its own obligation beyond those expressly waived in writing.

ARTICLE VI

TERM OF AGREEMENT

Section 6.1. Term of Agreement. Unless sooner terminated pursuant to the terms hereof, this Agreement shall become effective upon execution by the Parties hereto and shall terminate upon the expiration of the property tax abatement contemplated by **Section 3.3**, and the payment to the Developer of all Reimbursable CID Costs and interest thereon pursuant to **Section 3.1**.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. 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 (1) mailed by registered or certified mail, postage prepaid, (2) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, or (3) transmitted electronically (and receipt confirmed by telephone or electronic read receipt) , addressed as follows:

(a) To the City:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

with a copy to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

(b) To the Developer:

Riverpoint AAA, LLC
2128 William Street, Ste. 161
Cape Girardeau, Missouri 63703
ATTN: Andy Patel
Email: andy.patel@appleig.com

with a copy to:

Mina Patel
2128 William Street, Ste. 161
Cape Girardeau, Missouri 63703
E-mail: mina.patel@appleig.com

(c) To the CID:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and

Mark A. Spykerman
Gilmore & Bell, P.C.
One Metropolitan Square, Suite 2000
St. Louis, Missouri 63102
E-mail: mspykerman@gilmorebell.com

The City, the Developer and the CID may from time to time designate, by notice given hereunder to the other, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 7.2. Severability; Effect of Invalidity. If for any reason any provision of this Agreement shall be 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.

Section 7.3. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Any action arising out of, or concerning, this contract shall be brought only in the Circuit Court of St. Charles County, Missouri. All Parties to this Agreement consent to the exclusive jurisdiction and venue of that court.

Section 7.4. 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 7.5. Third Party Rights. No person or entity that is not a party to this Agreement will have any right of action under this Agreement.

Section 7.6. Entire Agreement; Amendments. This Agreement, together with any other documents entered into of even date herewith in connection with the Project, 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 or amended except by written agreement signed on behalf of the City and the Developer by their duly authorized representatives.

Section 7.7. Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Agreement shall survive termination of this Agreement for any reason.

Section 7.8. 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 7.9. 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 shall not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

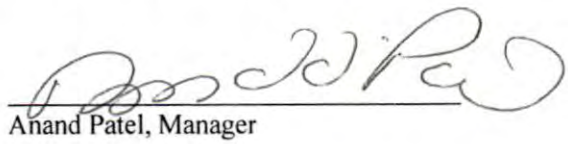
By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

RIVERPOINT AAA, LLC,
a Missouri limited liability company

By: 
Anand Patel, Manager

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Larry Dobrosky, Chairman

(SEAL)

ATTEST:

_____
Holly Magdziarz, Secretary

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

The following property in the County of St. Charles, Missouri:

Lots B and C of Riverpointe Block 100 Plat Two, according to the plat thereof recorded as Document 2022R-003217 of the St. Charles County Records.

EXHIBIT B

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, Riverpoint AAA, LLC (the "Developer"), pursuant to that certain Development Agreement dated as of _____, 2026, among the City of St. Charles, Missouri (the "City"), the Riverpointe Community Improvement District (the "CID") and the Developer (the "Agreement"), hereby certifies to the CID as follows:

1. That as of _____, 20__, the CID Improvements have been substantially completed in accordance with the Agreement.

2. The CID Improvements have been constructed in a workmanlike manner and in accordance with the approved plans and specifications therefor.

3. Lien waivers for the CID Improvements have been obtained.

4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, which, when taken together, certify that the CID Improvements have been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the CID in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the CID Improvements.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20___.

RIVERPOINT AAA, LLC,
a Missouri limited liability company

By: _____
_____, Manager

ACCEPTED:

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

By: _____
[Name], [Title]