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, February 3, 2026
7:00 p.m.

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

1. ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE
Pledge of Allegiance Led by City of St. Charles Leader of Tomorrow, Charlie McRoberts of Barnwell Middle School

3. PRESENTATIONS/AWARDS/PROCLAMATIONS

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

5. REPORT OF THE MAYOR
   A. Appointments to Boards/Commission/Committees

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

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

   A. Case No. CU-2025-26. (Sazon Tacos & Margaritas) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with a permitted Restaurant use within the "C-2/EHP/FSC-HD" General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District overlay (T4-NMX Neighborhood Mixed Use) located at 416 S. 5th Street. The subject property is located in Ward 2. ***(RCA Attached)***

B. Case No. LL-2026-03 - Approval of a Liquor License Application for Cristian A. Sanchez Gavier d/b/a Sazon Tacos & Margaritas, located at 416 S. Fifth Street. (Ward 2) ***(RCA Attached)***

C. Case No. CU-2025-29. (Arzolas Fajitas & Margaritas – Ronald Webb) An application for a Conditional Use Permit per §400.270(C)(1) for Liquor Sales associated with a permitted Restaurant use within the CBD/HDD Central Business District within the Historic Downtown District located at 142 N. Main Street. The subject property is located in Ward 1. ***(RCA Attached)***

D. Case No. LL-2026-02 – Approval of a Liquor License Application for Ronald Webb d/b/a Arzolas Fajitas & Margaritas, located at 142 N. Main St. (Ward 1) ***(RCA Attached)***

E. Case No. PDA-2025-02. (Hummert International) An application for an amendment to the 370 Corporate Center Planned Development – Industrial District (Ord #11-45), specifically to add a new land use to be titled as "interior manufacturing and processing of soil". The subject properties are zoned PD-I Planned Development – Industrial District and located in Ward 1. ***(Council Bill 14057)***

8. CONSENT AGENDA

A. Approval of Council Minutes and Reports
   1. Council Work Session of January 13, 2026

B. Receipt of Reports from Boards, Commissions and Committees
   1. Planning and Zoning Commission Meeting of December 8, 2025
   2. Audit Committee Meeting of August 19, 2025
   3. Saint Charles Parks & Recreation Board Meeting of December 17, 2025
   4. The Housing Authority of the City of St. Charles Meeting of November 19, 2025
   5. The Greater Saint Charles Convention & Visitors Commission Meeting of December 11, 2025
   6. Landmarks Board Meeting of December 15, 2025

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements
   1. Change Order No.3 with PCX Construction for the Riverside Sanitary Trunkmain Project in the Amount of $33,598.82 for a Total Contract not to exceed $2,968,672.70
   2. Contract with Morton Salt, Inc. for the Purchase of Bulk Road Salt for the City for 2026 in the Amount of $111,111.00

E. Preliminary Plats

F. Miscellaneous
   1. Report of the Court Administrator of Monies Collected and Deposited - December 2025

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

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)*

12. BILLS FOR INTRODUCTION

BILL 14055

AN ORDINANCE AMENDING ORDINANCE NUMBER 25-086 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2026 (BUDGET AMENDMENT #1) *(SPONSOR: BART HABERSTROH)*

BILL 14056

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE REJIS COMMISSION FOR THE POLICE DEPARTMENT'S ANNUAL SUBSCRIPTIONS FOR CERTAIN SECURED LAW ENFORCEMENT DATABASES AND OTHER LAW ENFORCEMENT-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED $57,095.00 *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

BILL 14057

AN ORDINANCE AMENDING ORDINANCE NUMBER 2011-45 FOR THE 370 CORPORATE CENTER PLANNED DEVELOPMENT – INDUSTRIAL DISTRICT, AS AMENDED BY ORDINANCE NUMBER 2014-202, SPECIFICALLY TO ADD A NEW LAND USE TO BE TITLED AS "INTERIOR MANUFACTURING AND PROCESSING OF SOIL." *(SPONSOR: BILL OTTO)*

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

A. Discussion and Possible Decision Regarding Whether to Appeal the Landmarks Board's Determination in Case No. D-2025-020 (900 Main Street**)** Related to the Demolition of Building 90 within the American Car Foundry Complex

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 29, 2026 @ 5:00pm

TO: City Council
FROM: Office of the Mayor
DATE: January 20, 2025
SUBJECT: Appointment Memorandum for the February 3, 2026 City Council Meeting

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

Board of Appeals

- The reappointment of ***Karl Leiber,*** a builder whose term would expire ***February 2026***, for a term expiring ***February 2029.***

CVB Commission

- The reappointment of ***April Moxley,*** a business owner who will represent Downtown, whose term would expire ***February 2026***, a term expiring ***February 2029.***

Frenchtown SBD Advisory Board

- The reappointment of ***Julius Keith Lutz,*** a commercial property owner in the District, whose term expired ***January 2026***, a term expiring ***January 2029.***

Main St. SBD Advisory Board

- The appointment of ***Gregory Upchurch,*** a business owner who will represent North Main Street, to fill the vacant position formerly held by ***Joe Ancmon***, whose term expired ***November 2025***, for a term expiring ***November 2028.***

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

Sincerely,

Daniel J. Borgmeyer
Mayor

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 2/3/2026
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-2025-26. (Sazon Tacos & Margaritas) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with a permitted Restaurant use within the "C-2/EHP/FSC-HD" General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District overlay (T4-NMX Neighborhood Mixed Use) located at 416 S. 5th Street. The subject property is located in Ward 2.

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

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

Summary:

This request is for a liquor sales use specifically associated with a permitted restaurant use at 416 S. 5th St. The proposed business, Sazon Tacos & Margaritas restaurant, will be operating an approximately 1,900 square-foot space. According to the applicant's business plan, this establishment will specialize in authentic Mexican cuisine and would like to include liquor sales for their customers. The restaurant will serve lunch and dinner, daily from 11:00 AM to 10:00 PM. While the Restaurant use is permitted by right at this location, the Liquor Sales associated with the restaurant is a conditional use.

The Planning and Zoning Commission considered this item at their January 12, 2026 meeting where the applicant and property owner addressed the Commission. There were two (2) public speakers, one (1) in favor and one (1) with concerns about parking, traffic, noise, and hours of operation near the adjacent residential neighborhood. Ultimately, the Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed) subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

Case No. CU-2025-26 Recommended Conditions:

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (**Cristien Gavier**) with **Sazon Tacos & Margaritas** restaurant only for an approximately 1,900 square-foot interior tenant space located at **416 S. Fifth Street** and is not transferable to another location and/or tenant/business.
2. Any change to the submitted proposal, including but not limited to additional dining area, outdoor patio expansion, or live music, may require additional approvals from the City.
3. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
4. Liquor sales shall not occur independently of the primary business use and shall only be accessory to the operation of the restaurant use.
5. Non-compliance with any building codes, property maintenance codes, fire codes, noise control ordinances, or conditions of this approval is grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.

AGENDA ITEM #4

STAFF REPORT
CONDITIONAL USE NO. CU-2025-26
LIQUOR SALES

416 S. FIFTH STREET

JANUARY 12, 2026
BY LARA BERRY

APPLICANT:	Cristien Gavier Sazon Tacos & Margaritas 416 S. Fifth Street St. Charles, Missouri 63301
OWNER:	Burkemper Properties, Ronald S. Bauers, Ruth Ann Bauers, and Kenneth C. Hawkins Living Trust c/o 5th Street Capital Group LLC/McKelvey Properties – Daniel Flaiz 524 Old Moray Place St. Charles, MO 63301
ADDRESS/LOCATION:	416 S. Fifth Street Ward 2
ACREAGE/SIZE:	Approx. 1,900 sq. ft. (Interior Tenant Space) Approx. 14,300 sq. ft. (Parcel Lot Size)
CURRENT ZONING:	"C-2/EHP/FSC-HD" General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District overlay (T4-NMX Neighborhood Mixed Use)
PROPOSED USE:	Liquor Sales associated with a permitted Restaurant use

SUMMARY/ANALYSIS

This request is for liquor sales specifically associated with a permitted restaurant use at 416 S. Fifth Street. The subject property is located within a multi-tenant strip center at the intersection of S. Fifth Street and Tompkins Street. The proposed business, Sazon Tacos & Margaritas, is permitted by right at this location; however, liquor sales associated with the restaurant is a conditional use. The conditional use is specific to the liquor sales only and is not applicable to the other uses.

According to the business plans submitted by the applicant (included with this report), this establishment will specialize in authentic Mexican cuisine, featuring tacos, mole poblano, tamales, tableside guacamole, mezcal cocktails, and aguas frescas. The restaurant will serve lunch and dinner, daily from 11:00 AM to 10:00 PM.



Figure 1: Parking lot view of the subject business.

Consistency with Chapter 600 (Alcoholic Beverages)

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

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

The subject property is directly adjacent to a residentially zoned district, "CRD-2" Central Residential District-2, and across the street from a church. Because of this adjacency, the notification provisions of Section 600.280(C) are applicable. However, since a Conditional Use Permit is associated with a public hearing, and all property owners within 300 feet of the subject property are notified 15 days prior to the hearing, this notification process constitutes compliance with the above-mentioned code section. Therefore, the requirements of Chapter 600 related to notification of surrounding property owners are satisfied through the City's Conditional Use Permit process.

Consistency with Fifth Street Corridor/Hospital District Smart Code

1.2.1 Redevelop the physical infrastructure of Fifth Street to accomplish more than just the conveyance of vehicular traffic and to support land use patterns that strengthen the public realm.

1.2.2 Utilize mixed use development along street frontages at a scale that emphasizes the pedestrian and enables Saint Charles residents to accomplish a variety of daily needs within walking distance.

1.2.4 Improve the perimeter condition and circulation around the Saint Joseph Health Center (SJHC) property to establish a true health campus district that encourages quality development nearby and provides an attractive environment for SJHC employees and customers.

Overall, the proposed restaurant with accessory liquor sales is consistent with the intent of the Fifth Street Corridor/Hospital District Smart Code. The addition enhances an active, pedestrian-oriented destination along S. Fifth Street, supporting a street environment designed for more than just vehicular movement. It provides a neighborhood-serving use within walking distance of surrounding residential areas and employment centers, and contributes to an improved perimeter condition around the Saint Joseph Health Center campus.

Consistency with Comprehensive Plan

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

Consistency with Conditional Use standards

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

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located on S. Fifth Street, near Activity Center #6. This intensity pattern is consistent with the goals of the Comprehensive Plan, the Fifth Street Corridor/Hospital District Smart Code, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

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

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

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

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

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

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

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

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

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

STAFF RECOMMENDATION

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

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Cristien Gavier) with Sazon Tacos & Margaritas restaurant only for an approximately 1,900 square-foot interior tenant space located at 416 S. Fifth Street and is not transferable to another location and/or tenant/business.

2. Any change to the submitted proposal, including but not limited to additional dining area, outdoor patio expansion, or live music, may require additional approvals from the City.
3. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
4. Liquor sales shall not occur independently of the primary business use and shall only be accessory to the operation of the restaurant use.
5. Non-compliance with any building codes, property maintenance codes, fire codes, noise control ordinances, or conditions of this approval is grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application CU-2025-26 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

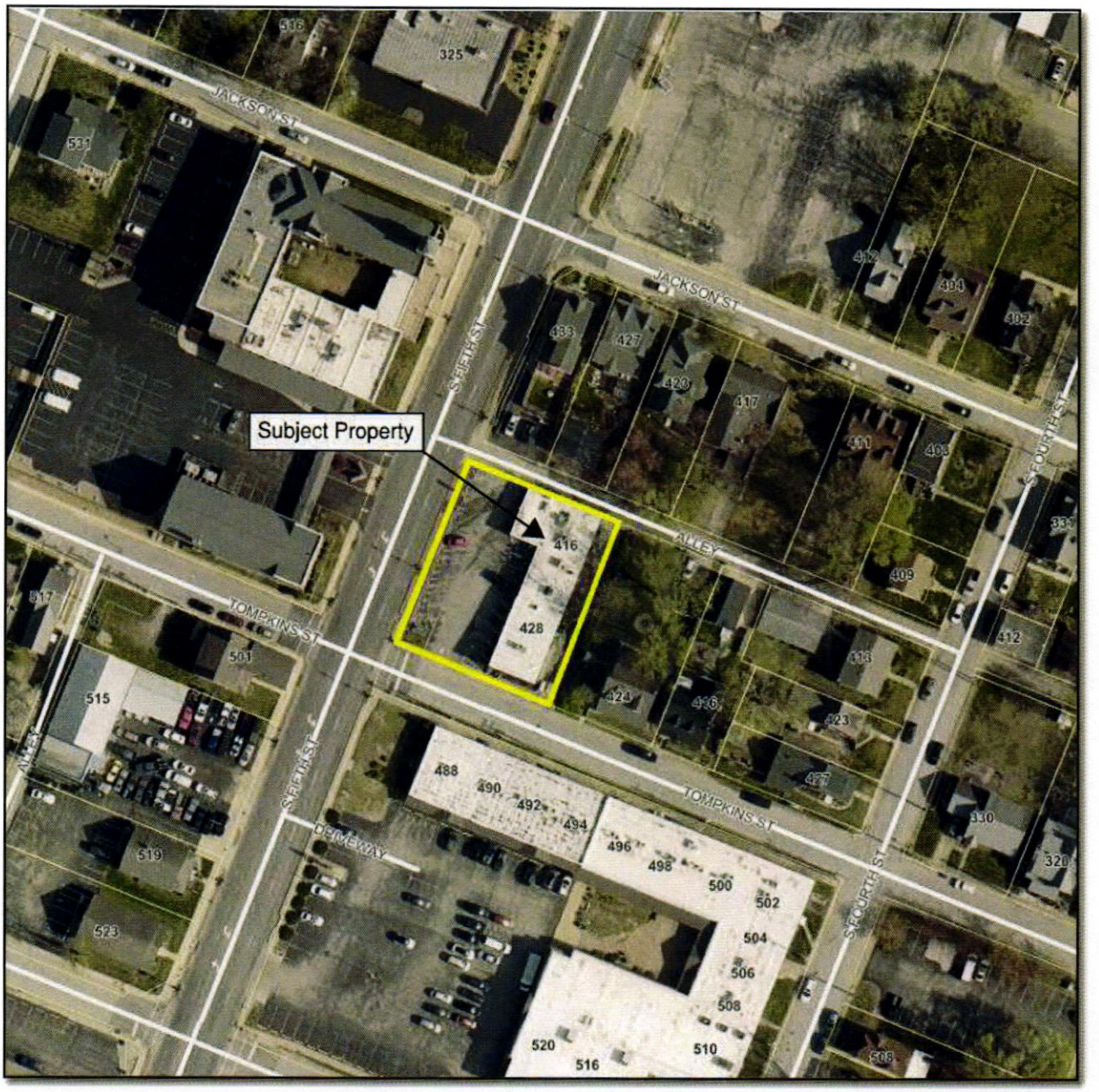


Figure 2: Aerial Photo of the Subject Site.

Lara Berry

From: Jessica Ferguson
Sent: Friday, October 31, 2025 12:22 PM
To: St Charles Planning and Zoning Commission
Subject: FW: Business Plan -

[redacted]
Sent: Friday, October 31, 2025 11:17 AM
To: [redacted]
Cc: [redacted]
Subject: Business Plan

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.

🌮 Business Plan: Sazon Tacos &Marg – Full Dining Mexican Restaurant

1. Executive Summary

- **Name:** Sazon Tacos & Marg
- **Concept:** Authentic Mexican cuisine in a vibrant, full-service dining experience.
- **Location:** High-traffic urban area with strong food culture.
- **Mission:** To deliver traditional Mexican flavors with modern hospitality in a festive, family-friendly atmosphere.

2. Market Analysis

- **Target Audience:** Families, young professionals, foodies, and Latin American communities.
- **Competitive Advantage:** Fresh ingredients, handmade tortillas, regional specialties, and immersive décor.
- **Local Trends:** Rising interest in ethnic cuisine and experiential dining.

3. Menu & Services

- **Signature Dishes:** Mole poblano, cochinita pibil, tamales, tableside guacamole.
- **Beverages:** Full bar with tequila flights, mezcal cocktails, aguas frescas.
- **Services:** Dine-in, catering, private events.

4. Marketing Strategy

- **Branding:** Vibrant logo, cultural storytelling, and festive ambiance.
- **Promotions:** Taco Tuesdays, live mariachi nights, loyalty program.
- **Channels:** Social media, local food blogs, partnerships with delivery apps.

5. Operations Plan

- **Hours:** Lunch and dinner daily.
- **Staffing:** Experienced chefs, bilingual servers, bar manager.
- **Suppliers:** Local farms, specialty importers for authentic ingredients.

6. Financial Plan

- **Startup Costs:** Leasehold improvements, kitchen equipment, licensing (~$250K–$300K).
- **Revenue Streams:** Dine-in sales, bar sales, catering, merchandise.
- **Break-even Timeline:** Estimated 18–24 months.

7. Growth Strategy

- **Year 1:** Establish brand and customer base.
- **Year 2–3:** Expand catering and event services.
- **Year 4+:** Open second location or launch food truck.

Lara Berry

From: Jessica Ferguson
Sent: Friday, October 31, 2025 12:38 PM
To: St Charles Planning and Zoning Commission
Subject: FW: Sazon Tacos & Marg Operation Hours

From: [redacted]
Sent: Friday, October 31, 2025 12:19 PM
To: [redacted]
Subject: Sazon Tacos & Marg Operation Hours

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.

Monday	11:00 AM-10:00PM
Tuesday	11:00 AM-10:00PM
Wednesday	11:00 AM-10:00PM
Thursday	11:00AM- 10:00PM
Friday	11:00AM-10:00PM
Saturday	11:00AM-10:00PM
Sunday	11:00AM-10:00PM

[redacted]

Sazon Tacos & Marg

Appetizers

Cheese Dip **5.25**

Bean Dip **6.95**

Queso Fundido **8.99**
Melted Monterey cheese topped with chorizo, Pico de Gallo served with tortillas.

Fresh Guacamole with Chicharron **12.99**
Freshly mashed avocado with diced red onion, tomato, cilantro, lime juice, served with golden crispy pork rinds for dipping

Chori Papas **4.99**
French fries with Mexican Sausage and cheese sauce in top

Cheese Nachos **8.99**
Add: Lettuce, sour cream, or Pico de Gallo **2.99**

. Steak **13.99**

. Grilled Chicken **12.99**

. Shredded Chicken **11.99**

. Supreme (Chorizo, chichen, steak, lettuce, pico de gallo avocado lime sauce) **14.99**

. Deluxe (Ground beef, shrimp, shredded chicken, beans topped with queso and sour cream) **15.99**

Shrimp Nachos **14.99**
Shrimp, onions, tomatoes and bell peppers topped with cheese dip.

Fajita Chicken or Steak Nachos **14.99**
Beef or chicken, bell peppers, tomatoes, onion, and yellow peppers.

Fajita Mix Nachos **15.99**
Chicken, beef and 4 shrimp, bell pepper, tomatoes, and onions.

Wing & Fries **16.55**
Ten Oven Roasted chicken wing with Buffalo sauce (also add 2.99).

FAJITAS

Fajitas Steak or Chicken

17.99

Steak or chicken with onions, bell peppers, tomatoes. Served with lettuce, rice, beans, sour cream, Pico de Gallo and three (3) tortillas.

Fajita Mix

19.99

Beef, chicken and five (5) shrimp cooked with onions, bell pepper, tomatoes. Served with lettuce, rice, beans, sour cream, Pico de Gallo and three (3) tortillas.

Fajitas Sazon

19.99

Beef, chicken, chorizo and 5shrimp cooked with onions, bell peppers, tomatoes. Served with lettuce, rice, beans, sour cream, Pico de Gallo and three (3) tortillas.

Fajitas de Camaron

19.49

Fourteen (14) shrimp cooked with onions, bell pepper, tomatoes. Served with lettuce, rice, beans, sour cream, Pico de Gallo and three (3) tortillas.

Fajitas Guerrero

19.99

Steak, chicken five (5) shrimp cooked with onions, tomato, jalapeños and covered in cheese. Served with lettuce, rice, beans, sour cream, Pico de Gallo and three (3) tortillas.

Fajitas Hawaii

9.99

Steak, chicken, shrimp cooked with onions, tomato, jalapeños and covered in cheese. Served with lettuce, rice, beans, sour cream, Pico de Gallo and three (3) tortillas.

Fajitas Riviera Maya (VEGETARIAN)

14.99

Mushrooms cooked with onions, bell peppers, tomatoes. Served with rice, beans, guacamole, lettuce, Pico de Gallo with rice, beans, guacamole, lettuce, sour cream and three (3) tortillas.

QUESADILLAS

Quesadilla Monterey

13.99

Twelve-inch Tortillas s stuffed with grilled chicken, Pico de Gallo, and chipotle-ranch. Side of lettuce, guacamole, jalapeños, and sour cream.

Quesadilla Mexicana

13.59

A flour tortilla stuffed with cheese, beans, beef tips. Served with lettuce, tomatoes, and sour cream.

Quesadilla Fajita

13.49

One beef and one chicken fajita quesadilla. Served with lettuce, sour cream, Pico de Gallo, and guacamole.

Quesadilla Grande

14.99

One beef and one chicken fajita quesadilla. Served with lettuce, sour cream, Pico de Gallo, and guacamole.

Quesadilla Durango

13.99

Cooked with seven (7) shrimps and filled with beans. Served with rice, lettuce, Pico de Gallo, sour cream, and cheese on top.

Quesadilla Ranchera

11.49

Quesadilla stuffed with cheese and mushrooms. Served with lettuce, tomatoes, and sour cream.

Quesadilla Special

11.99

A flour tortilla stuffed with cheese, fried beans, and sausage. Served with lettuce, sour cream, and Pico de Gallo.

Deluxe Quesadilla

14.49

A Flour tortilla stuffed with cheese, chorizo, shrimp, Pico de Gallo, cheese dip on top. Served with rice and vegetables.

STREET TACOS

All tacos served whit lettuce, tomatoes, pickled onion, and cilantro. **3.99 each.**

***Carne Asada**
Tender Grill steak served in a corn tortilla with onion and cilantro.

***Pastor**
Marinated pork whit pineapple and spice. Topped with pineapple chunks onion and cilantro.

***Birria Tacos**
Crispy red tacos stuffed with cheese shredded beef, served with a rich consommé for dunking.

***Fish soft Tacos** (Shrimp or Tilapia)
Served with shredded cabbage and Pico de Gallo.

***Tripe Tacos**
Crispy beef intestine with onion and cilantro

***Beef tongue tacos**
Tender slow -cooked beef tongue, topped with onion cilantro and salsa Verde.

TRADITONAL TACOS

All tacos served with lettuce, tomatoes, and cheese. 3.99 each.

. Ground Beef

. Shredded Chicken

. Pork

VEGGIE TACOS (SAUTE ON AVOCADO OIL)

Served with avocado, red onion, zucchini, mushrooms, red bell peppers and black bean. 3.99 each.

FROM THE GRILL

Pollo Gourmet

16.99

Grilled chicken breast topped with mushrooms, tomatoes, and Chihuahua cheese. Served with rice, broccoli, and cauliflower.

Pollo del Carmen

16.99

Chicken breast, five (5) shrimp cooked with mushrooms, lettuce, tomato, and sour cream topped with cheese sauce. served with rice and three (3) tortillas.

Pollo a la Crema

15.99

Grilled chicken covered in a special creamy sauce with broccoli, bell peppers, and mushrooms. Served with rice, Pico de Gallo, and lettuce.

Pollo Fundido

14.49

Two fried chicken burritos topped with cheese dip. Served with rice.

Pollo A La Parrilla

15.99

Grilled chicken breast, cooked with mushrooms, onions and bell peppers, topped with shredded cheese. Served with refried beans, Pico de Gallo, lettuce, sour cream and three (3) tortillas.

Pollo Tulum

17.99

17.99 USD

Grilled chicken breast, five (5) shrimp, cooked with Pico de Gallo and mushrooms, with cheese dip. Served with rice, guacamole, Pico de Gallo, lettuce and three (3) tortillas.

Pollo Paraiso

17.99

Grilled chicken breast, five (5) shrimp, cooked with mushrooms, onions, bell peppers and topped with shredded cheese. Served with rice, refried beans, Pico de Gallo, lettuce, sour cream and three (3) tortillas.

Pollo Peligroso

15.99

Grilled chicken breast covered with San Jose sauce. Served with rice lettuce, sour cream and three (3) tortillas.

Arroz Con Pollo

16.49

Grilled chicken served with rice, cheese dip and three (3) tortillas.

Pollo Hawaii
15.99
Grilled chicken breast on top of a pineapple. Served rice, broccoli, cauliflower, carrot and topped with cheese sauce.

Choripollo
15.99
Grilled chicken and sausage topped with cheese dip. Served with rice and beans and three (3) tortillas.

Pollo San Luca
15.99
Grilled chicken breast, cooked with ranchera sauce. Served with rice, refried beans, Pico de Gallo, lettuce and three (3) tortillas.

Pollo Acapulco
17.99
Grilled chicken breast, cooked with chorizo, and topped with shredded cheese. Served with refried beans, Pico de Gallo, lettuce, sour cream and three (3) tortillas.

Pollo Con Papas
14.99
Grilled chicken breast topped with cheese and potatoes. Served with rice, broccoli, carrot, cauliflower and three (3) tortillas.

SALADS

Tossed Salad
Lettuce, onions, bell peppers, tomatoes, and cheese
5.75

Guacamole Salad
Lettuce, guacamole, and tomatoes
5.50

Mexican Salad
Lettuce topped with guacamole, sour cream, pico de gallo and a side order of rice and beans.
7.99

Mix Salad
Rice, lettuce, tomatoes, sliced avocado, and grilled chicken
12.99

Taco Salad Fajitas
Crispy flour tortilla with melted cheese sauce, topped with your choice of chicken or steak. Sautéed with onions, bell peppers, and tomatoes. Covered with lettuce, cheese, sour cream, guacamole, and tomatoes.
13.49

Grilled Chicken Salad
A crispy flour tortilla with melted cheese sauce topped with chicken. Sautéed with onions, bell peppers, tomatoes, covered with lettuce, cheese, sour cream, guacamole, and tomatoes.
13.50

Taco Salad
Crispy flour tortilla with chicken or beef, lettuce, tomatoes, cheese, and sour cream
11.49

Taco Shrimp Salad
A crispy flour tortilla with melted cheese sauce, topped with shrimps. Sautéed with onions, bell peppers, tomatoe covered with lettuce, cheese, sour cream, guacamole, and tomatoes.

16.49

Shrimp Salad
Shrimp, lettuce, tomatoes, onions, slice avocado, and Chile jalapenos.

16.99

ENCHILADAS ESPECIALES

Enchiladas Rojas
Two cheese enchiladas, topped with pork, (pork cooked with tomatoes (onion, bell peppers, and ranchero sauce on top. Served with rice, lettuce, tomatoes, and sour cream.

12.99

Enchiladas Verdes
Order three chicken enchiladas topped with green sauce, Cilantro, and onions. Served with rice, lettuce, tomatoes, and sour cream.

13.49

Enchiladas Maximas
Supreme combination of one chicken enchilada, one bean enchilada, one cheese enchilada, one beef enchilada, topped with ranchero sauce, lettuce, tomatoes, and sour cream.

13.49

Alexandria
Order of three chicken enchiladas topped with ranchero sauce. Served with rice, lettuce, tomatoes, and sour cream.

13.29

Enchiladas Playa Norte
Three grilled steak enchiladas with cheese dip on top. Served with rice, lettuce, tomatoes, and sour cream.

14.99

Enchiladas Sazon
Order of three enchiladas, cheese sauce on top with shrimps. Served with rice, lettuce, tomatoes, and sour cream.

15.99

Enchiladas Bander
The grilled chicken or beef enchiladas topped with red, green and cheese dip. Side of rice, lettuce, sour cream, and Pico de Gallo

15.99

Enchiladas San Martin
Three grilled chicken flour enchiladas topped with cheese dip and 3 slices of avocado.

14.99

BURRITOS

CHOOSE YOUR MEAT

Burritos Especial
One beef burito with red sauce, topped with cheese, lettuce, sour cream, and tomatoes.

9.99

Burrito Cabo
A flour tortilla stuffed with pork, cooked with tomatoes, onions, and bell peppers. Topped with cheese sauce, sour cream, lettuce, and tomatoes.

11.49

Burrito Pancho
A flour tortilla filled with pork topped with cheese sauce, tomatillo sauce and pico de gallo. Served with rice

12.49

Burritos Supremos
Order of two burritos, one chicken and beans and one beef and beans topped with lettuce, tomatoes, sour cream, and red sauce.

11.99

Burrito Mexicano
12" Tortilla filled with ground beef, topped with special gravy sauce side of lettuce, tomatoes and sour cream.
12.49

Burritos Fajita
Choice of chicken or steak cooked with vegetables, cheese sauce on top. Served with lettuce, sour cream, rice, and Pico de Gallo.
12.49

Burrito Banderas
12-inch tortilla filled with beef tips, chicken and pork, topped with cheese dip, red sauce, and green sauce on top
13.99

Burrito Rio
12-inch tortilla filled with beef tips, beans and rice topped with cheese sauce and red sauce
13.49

Burrito Carne Asada
Filled with steak and beans, cheese sauce on top. Served with lettuce, guacamole, sour cream, and Pico de Gallo.
14.69

Burrito California
Grilled chicken or steak cooked with mushrooms, onions, tomatoes filled with beans and rice. Topped with cheese dip, enchilada sauce, and sour cream.
13.99

Burrito Arandas
12-inch flour tortilla stuffed with grilled chicken, eight (8) shrimp and rice, topped with cheese dip
15.49

Burrito Super Gigante
12-inch tortilla filled with grilled chicken, shrimp, steak, onion, bell peppers, tomatoes, rice, beans, lettuce, sour cream, guacamole, pico de gallo with cheese sauce on top
17.99

LUNCH COMBINATION Monday through Friday from 11 AM until 3 PM

1.- One taco, two enchiladas and choice of rice or beans
10.99

2.- One taco, one enchilada, one bean tostada with guacamole
10.99

3.- One enchilada, one taco and one chile relleno
10.99

4.- One taco, one enchilada, one tostada with cheese and beef
10.99

5.- One beef and one cheese enchilada, rice, and refried beans
10.99

6.- One beef enchilada, one taco, rice, and refried beans
10.99

7.- One enchilada, one chile relleno, rice and fried beans
10.99

8.- One enchilada, one tamale, rice, and refried beans
10.99

9.- One beef burrito, one tamale and one taco
10.99

10.- Two beef tacos, rice, and refried beans
10.99

11.- One beef burrito, one taco and one enchilada
10.99

12.- One bean tostadas with guacamole, one chile relleno, rice and beans
10.99

13.- One beef burrito, one chile relleno and one enchilada
10.99

14.- One burrito, one enchilada and one tamale
10.99

15.- One bean tostadas with guacamole, one beef tostada with nacho cheese and one beef taco
10.99

16.- One bean tostadas with guacamole, one chile relleno and one enchilada
10.99

17.- One chile relleno, one taco, one bean tostada with guacamole
10.99

18.- One burrito, one taco, rice, and beans
10.99

19.- One tostaguac, one enchilada and beans
10.99

20.- One taco, one chile relleno and one burrito
10.99

21.- One bean tostadas with guacamole, one burrito and one taco
10.99

22.- One tostaguac, one chile relleno and one taco
10.99

23.- One burrito, one chile relleno and rice
10.99

24.- One bean tostadas with guacamole, one burrito and beans
10.99

25.- One burrito, one enchilada and one bean tostada with guacamole
10.99

26.- One burrito, one enchilada, rice, and beans
10.99

27.- One chile relleno, one taco, rice, and beans
10.99

28.- One bean tostadas with guacamole, one tamale and one chile relleno
10.99

29.- One chicken quesadilla, one chile relleno and rice
10.99

30.- One burrito, one bean tostada with guacamole and one chile relleno
10.99

CHILDREN'S MENU

UNDER 12 ONLY

Chicken Nuggets
With fries
7.89

Quesadilla
With choice of rice, beans, or fries
7.89

Taco
With rice and beans
7.89

Enchilada
With rice and beans
7.89

Burrito and Taco
7.89

Mexican Hamburger
With fries
7.89

Hot Dog
With fries
7.89

Taco Salad
Chicken or Beef
7.89

Steak with
choice of French fries or soda.
9.49

SIDE ORDERS

Pico de Gallo
2.00

Jalapeños
1.50

Lettuce
1.50

Jalapeños three (3) deep fried.
2.00

Sour Cream
2.00

Corn Tortilla (3) or flour tortilla (3)
1.50

Rice
3.00

Beans
3.00

Order of shredded cheese
2.75

Side Order Mushrooms
3.99

Order of French fries.
3.00

Quesadilla With Cheese (1)
With Cheese
4.00

Quesadilla with Mushroom (1)
Mushroom
6.00

Quesadilla Grilled Chicken (1)
Grilled chicken
6.75

Quesadilla Steak (1)
Steak

Quesadilla Shrimp (1) Shrimp	**7.75**
Quesadillla Ground beef	**8.25**
Tamal (1) Pork	**6.00**
Tamal (1) Pork	**4.50**
Taco (1) Beef, chicken, or pork.	**4.50**
Taco carne asada (1)	**3.00**
Taco Shrimp (1)	**4.00**
Chile Relleno Poblano	**4.25**
Chile relleno (Anaheim pepper)	**4.75**
Enchiladas (1) Cheese, beef, chicken, or pork	**4.75**
Tostada Beef or Chicken	**3.00**
Burrito Cheese, beef, chicken, or bean	**5.00**
Side Order Grilled Chicken	**6.00**
Side Order shredded Beef	**8.49**
Shredded pork	**8.99**
Side Order Shredded Chicken	**8.49**
Side Order Ground Beef	**8.49**
Side Order Grilled Shrimp	**7.49**
Chimichanga with cheese dip	**11.99**
	10.95

DESSERTS

Fried Ice Cream	**5.49**
Sopapillas	**3.99**
Sopapilla with Ice Cream	**5.99**

Ice Cream

3.95

Flan

3.99

SOFT DRINKS

Iced Tea
(Free Refill)

2.89

Raspberry Tea
(Free Refill)

2.89

Coca Cola Products
(Free Refill)

2.89

Sweet Tea
(Free Refill)

2.89

Coffee
(Free Refill)

2.89

Orange Juice
(No Refill)

3.89

Milk
(No Refill)

3.89

Chocolate
(No Refill)

3.89

Margaritas

Made with Golden Tequila

Regular	$6.75
Medium	$9.75
Large	$16.50
Flavored Margarita $1.00 extra	
Large Pitcher (60 oz)	$18.50
Flavored	$19.50
Small Pitcher (30oz)	$14.25
Flavored	$15.25

Flavors

Strawberry	Guava	Pina Colada
Banana	Pasión Fruit	Sour Apple
Mango	Blue curacao	Raspberry
Wild berry	Watermelon	Hurricane
Peach	Cherry	

Cadillac Margaritas

Available with your choice of premium Tequila

Regular	$ 8.75
Medium	$ 12.95
Large	$ 19.95

Ice Cold Beer (cerveza)

Domestic $4.25

Imported $ 4.99

Draft 23oz $5.95.

Pilsner 23oz $8.95

Pitcher 60oz $12.95

Budweiser
Bud Light
Bush
Bush Light
Michael Ultra
Miller Lite
Coors Light

Corona Extra
Corona Light
Negra Modelo
Modelo Especial
Sol
XX Lager
XX Amber
Pacifico
Victoria

Modelo
Pacifico
Bud Light

Michelada $8.95

Daiquiri *(only medium size)*

Strawberry Mango Pina Colada $7.45

Add Run $9.25 (one shot) $11.25(Two shots)

Remixed Sodas

Blue Moon Lemonade $4.99

Lemonade, Starry, Sour Gummy rainbow.

Mango Mountain Hit $4.79

Mountain Dew, Blood orange, Mango.

Red, White and boba $6.50

Blueberry, Popping Boba, Sweet cream, cold foam.

Dirty Soda $4.55

The OG. Any soda with coconut. Cream & Lime.

Soft Drink $3.95

Coca Cola, Sprite, Diet Coke, Mr. Pibb, Fanta, Minute Maid

Milk (no refill)

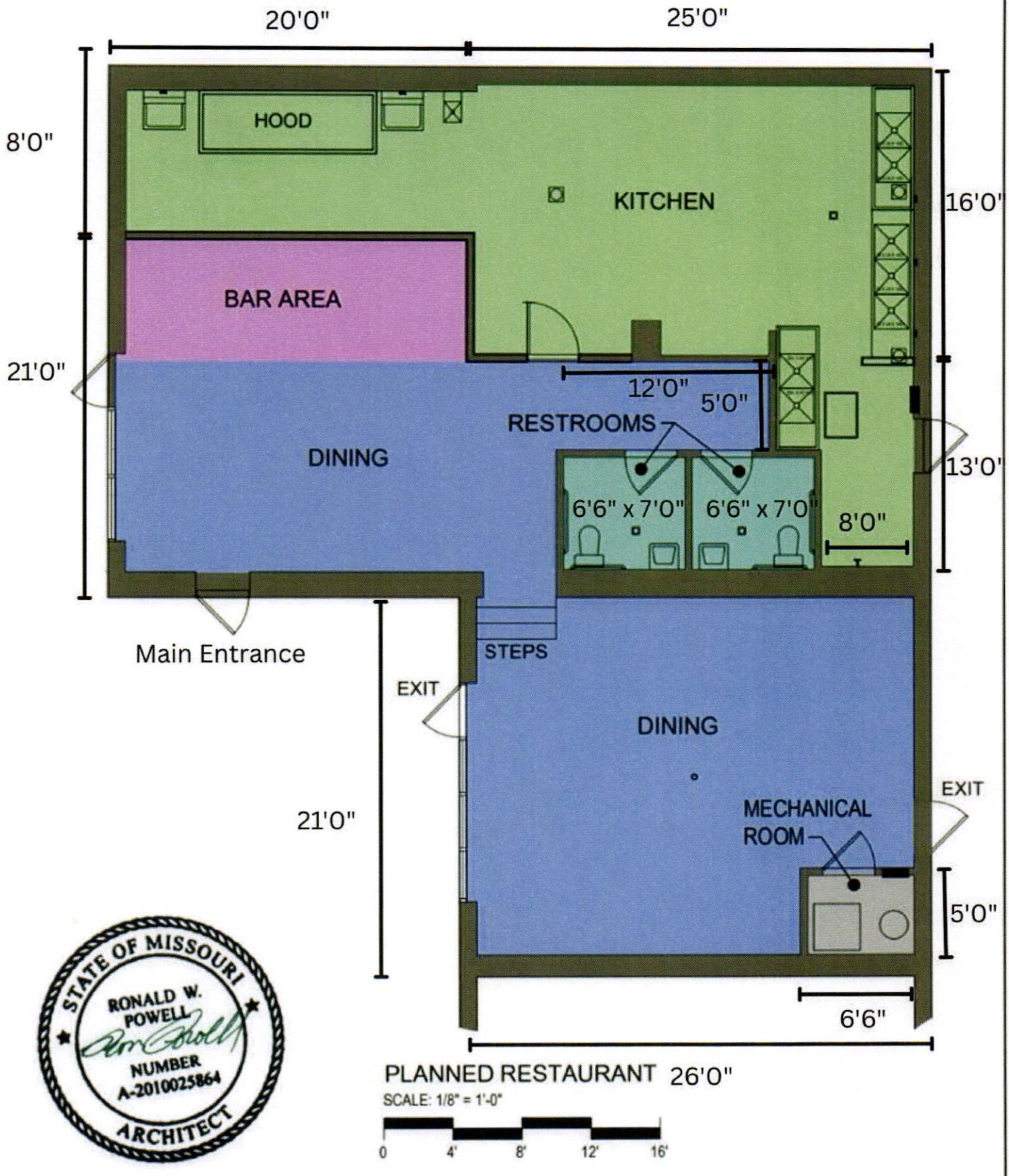
Juice (no refill)

Iced Tea (Sweet or Unsweetened)

Agua Horchata $5.75

Mexican Sodas Bottles $4.75

Picture of Jarritos



STATE OF MISSOURI
RONALD W. POWELL
NUMBER A-2010025864
ARCHITECT

NOVEMBER 23, 2025

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RWPowell Architecture LLC
Ron@RWPowell.com
www.RWPowell.com
1550 Wall Street Suite 222
Saint Charles, MO 63303
(314) 401-3739
Ronald W. Powell - Architect A-2010025864

Liquor Licence Plan
424 5th Street
Saint Charles, MO 63301

I hereby specify, pursuant to RSMo 327.411 that this drawing sheet is authenticated by my seal. The Architect of Record whose seal appears on this sheet disclaims any responsibility for all other plans, specifications, estimates, reports and other documents or instruments not sealed by the Architect of Record.

MO Certificate of Authority A-2012011838

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 2/3/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 2-Mark Hollander **Sponsor(s):** N/A

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2026-3
Applicant: Cristian A Sanchez Gavier d/b/a Sazon Tacos & Marg, 416 S 5th St.
License Type: Full 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 Cristian A Sanchez Gavier for the grant of a liquor license for ALAMOS LLC, d/b/a Sazon Tacos & Marg, St. Charles, located at 416 S 5th St. 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

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. qao Finance Dir. qao Dir. of Admin. [illegible]

Docusign Envelope ID: F6B26C18-71D2-428F-90EA-A8810E5BF4CC

Ward 2

01/13/2026

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: ***Cristian A Sanchez Gavier***
d/b/a: ***ALAMOS LLC d/b/a Sazon Tacos & Marg***
Location: ***416 S 5th St***

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

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

Community Development

Zoning District C-2/T4-NMX Historic Preservation District EHP Occupancy Permit No

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

Conditions of Approval _____

_____

Reason(s) for denial: _____

_____

Signature: DocuSigned by: Zachary Tusinger Date: 1/13/2026

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 1/13/2026

☐ **Not Approved** Reason(s): _____

Docusign Envelope ID: F6B26C18-71D2-428F-90EA-A8810E5BF4CC

01/13/2026

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: ***Cristian A Sanchez Gavier***
d/b/a: ***ALAMOS LLC d/b/a Sazon Tacos & Marg***
Location: ***416 S 5th St***

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Gragnani _____ Date: 1/13/2026

Docusign Envelope ID: F6B26C18-71D2-428F-90EA-A8810E5BF4CC

01/13/2026

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: ***Cristian A Sanchez Gavier***
d/b/a: ***ALAMOS LLC d/b/a Sazon Tacos & Marg***
Location: ***416 S 5th St***

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:

[X] Approved Signature: DocuSigned by: Georg Grove 1759E0E5CF664AD... Date: 1/13/2026

[ ] Not Approved Reason(s): _____

_____

_____

_____

_____



SUBJECT PROPERTY

Alamos LLC dba Sazon Tacos & Marg

WARD 2

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 2/3/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 1 **Sponsor(s):** N/A

Description:
Case No. CU-2025-29. (Arzola's Fajitas & Margaritas – Ronald Webb) An application for a Conditional Use Permit per §400.270(C)(1) for Liquor Sales associated with a permitted Restaurant use within the CBD/HDD Central Business District within the Historic Downtown District located at 142 N. Main Street. The subject property is located in Ward 1.

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

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

Summary:
This request is for a liquor sales use specifically associated with a permitted restaurant use at 142 North Main Street. The proposed business, Arzola's Fajitas & Margaritas restaurant, will be operating an approximately 2,100 square-foot space. According to the applicant's business plan, this establishment will specialize in freshly prepared fajitas, classic Mexican-inspired entrees, and handcrafted margaritas. The restaurant will serve dinner daily with hours generally from 4:00pm – 9:30pm (10:30pm on Friday & Saturday). On the weekends they will open at 9:00am to serve breakfast and lunch. While the Restaurant use is permitted by right at this location, the liquor sales associated with the restaurant is a conditional use.

The Planning and Zoning Commission considered this item at their January 12, 2026 meeting where the applicant addressed the Commission. There were no public speakers during this application. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed) subject to the attached conditions.

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

RCA prepared by: TRM Dept. Dir. Finance Dir. N/A Dir. of Admin.

CU-2025-29 Recommended Conditions:

1. This conditional use permit for liquor sales associated with a restaurant use is issued to the applicant (Ron Webb) with Arzola's Fajitas and Margaritas restaurant only for an approximately 2,100 square-foot interior tenant located at 142 N. Main Street and is not transferable to another location and/or tenant/business.

2. Any change to the submitted proposal, including but not limited to additional dining area, outdoor patio expansion, or live music, may require additional approvals from the City.

3. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.

4. Liquor sales shall not occur independently of the primary business use and shall only be accessory to the submitted restaurant use.

5. 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.

6. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

AGENDA ITEM #5

STAFF REPORT
CONDITIONAL USE NO. CU-2025-29
LIQUOR SALES
142 N. MAIN STREET

JANUARY 12, 2026
BY TAYLOR MOORE

APPLICANT:	Ron Webb Arzola's Fajitas and Margaritas 102 Godding Court Wentzville, MO 63385
OWNER:	Dustin English 4437 Tumbleweed Trail St. Charles, MO 63304
ADDRESS/LOCATION:	142 N. Main Street Ward 1
ACREAGE/SIZE:	Approx. 7,000 square feet (Parcel Lot Size) 2,100 square feet (Tenant Space)
CURRENT ZONING:	"CBD/HDD" Central Business District and within the Historic Downtown District
PROPOSED USE:	Liquor sales associated with a permitted restaurant use

SUMMARY/ANALYSIS

This request is for a liquor sales use specifically associated with a permitted restaurant use at 142 North Main Street. The property is located within the CBD/HDD Central Business District within the Historic Downtown District, between Monroe Street and Jefferson Street. The proposed business, Arzola's Fajitas and Margaritas, intends to operate out of this approximately 2,100 square feet space, formerly occupied by Little Nashville. Restaurant is a land use permitted by right at this location; however, liquor sales associated with the restaurant is a conditional use. The conditional use is specific to the liquor sales only and is not applicable to the other uses.

According to the business plans submitted by the applicant (included with this report), this establishment will specialize in freshly prepared fajitas, classic Mexican-inspired entrees, and handcrafted margaritas. The applicant intends to make minor interior alterations to the existing space, and has provided a preliminary schematic showing the intended layout. The applicant intends to open in February 2026, serving dinner daily with hours generally from 4:00pm – 9:30pm (10:30pm on Friday & Saturday). On the weekends they will open at 9:00am to serve breakfast and lunch.

While there are restricted hours for a Bar use in the Historic Downtown District, those restrictions

do not apply to this proposed Restaurant use. The applicant is not proposing to have live indoor music consisting of bands or DJs. Although there is not a designated patio space and no outdoor music is anticipated at this time, if a future patio area is created, it would require a separate review by staff via a Sidewalk Café Permit and an additional Conditional Use Permit for outdoor music.

Consistency with Comprehensive Plan

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

Consistency with Conditional Use standards

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

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 142 N. Main Street within the Activity Center #6 area. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

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

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

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

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

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

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

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

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

Consistency with Chapter 600 (Alcoholic Beverages)

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

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

The subject property is located within 300 feet from a hospital, school, church, or residence. Therefore, the notification provisions of Section 600.280(C) are applicable. Since a Conditional Use Permit is associated with a public hearing, and all property owners within 300 feet of the subject property are notified 15 days prior to the hearing. While the above-mentioned code section

is applicable to this application, all nearby property owners have been adequately notified.

STAFF RECOMMENDATION

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

1. This conditional use permit for liquor sales associated with a restaurant use is issued to the applicant (Ron Webb) with Arzola's Fajitas and Margaritas restaurant only for an approximately 2,100 square-foot interior tenant located at 142 N. Main Street and is not transferable to another location and/or tenant/business.

2. Any change to the submitted proposal, including but not limited to additional dining area, outdoor patio expansion, or live music, may require additional approvals from the City.

3. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.

4. Liquor sales shall not occur independently of the primary business use and shall only be accessory to the submitted restaurant use.

5. 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.

6. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application CU-2025-29 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

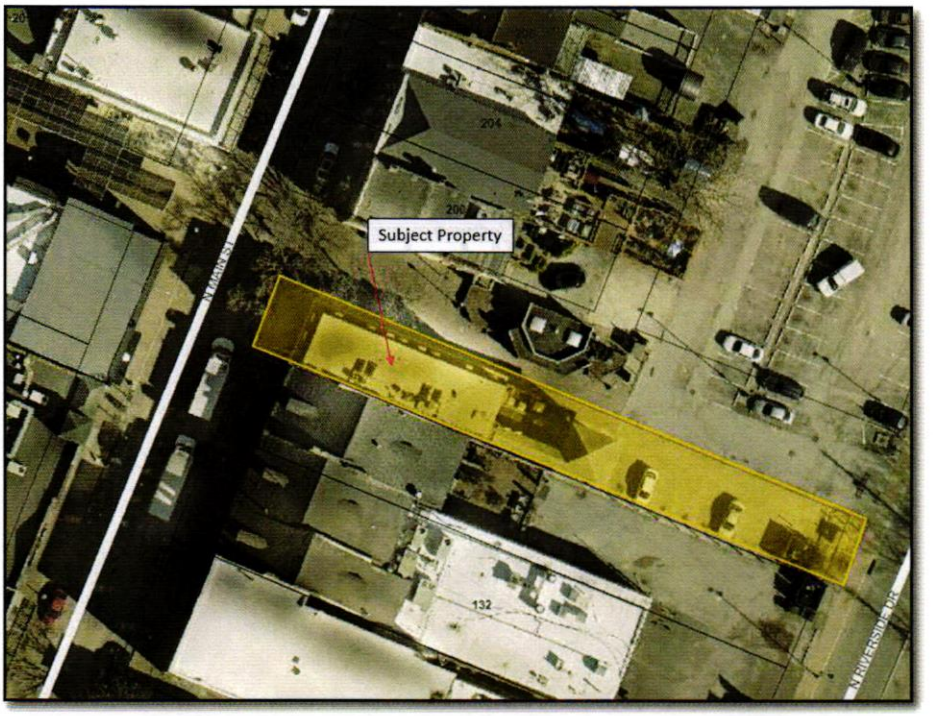


Figure 1: Aerial Photo of the Subject Site.

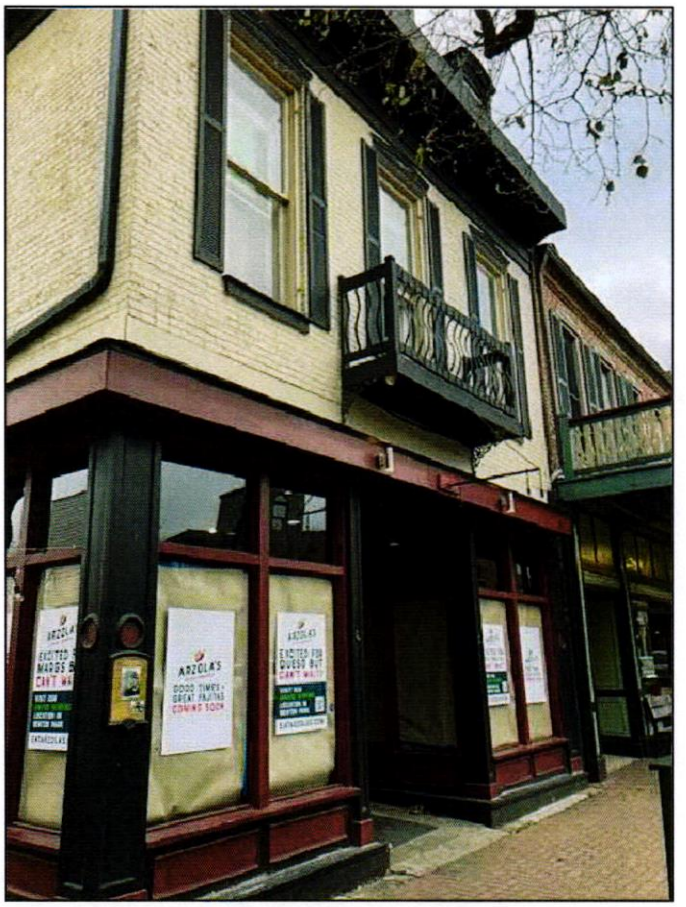


Figure 2: Current Front Façade.

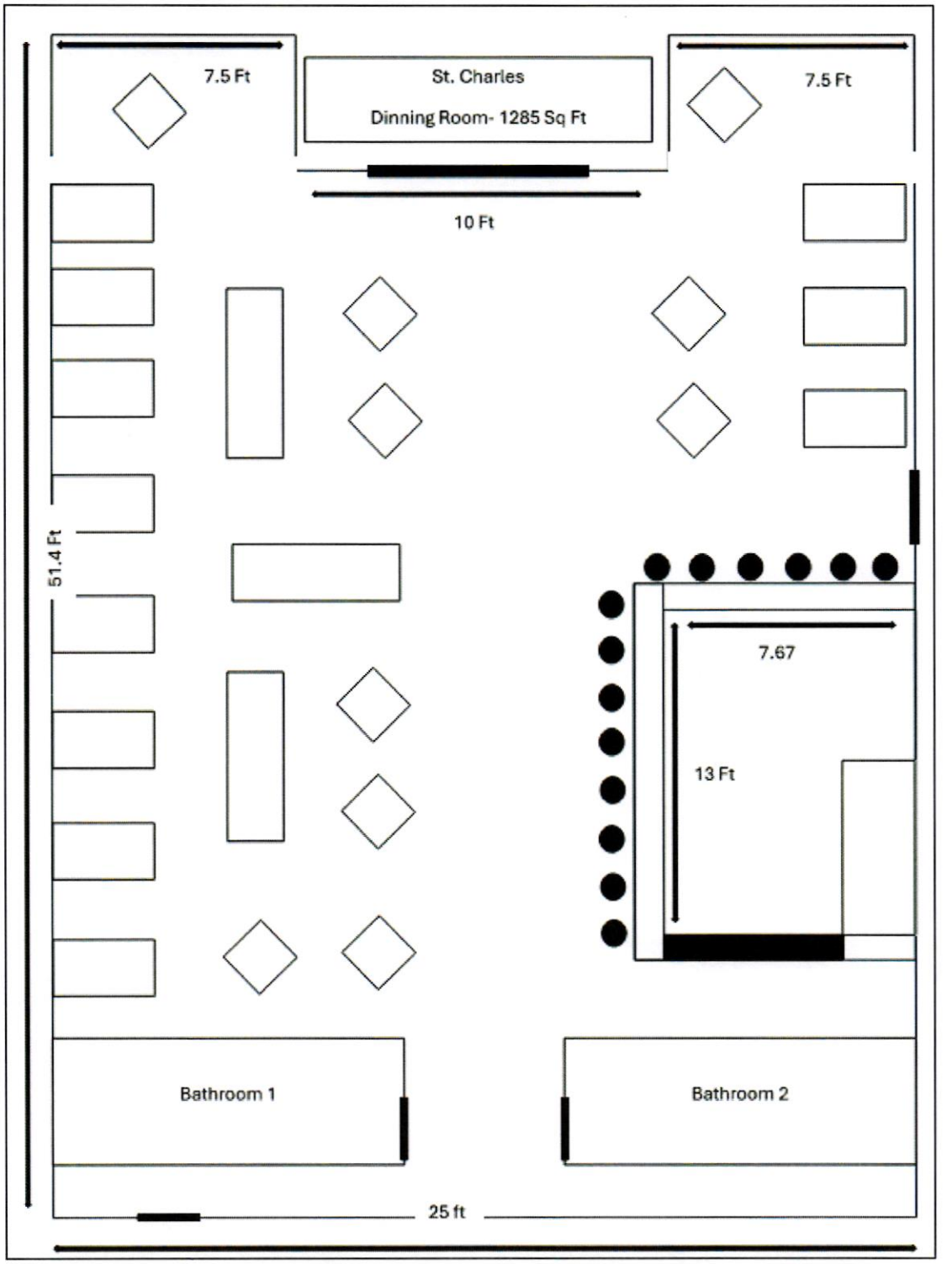
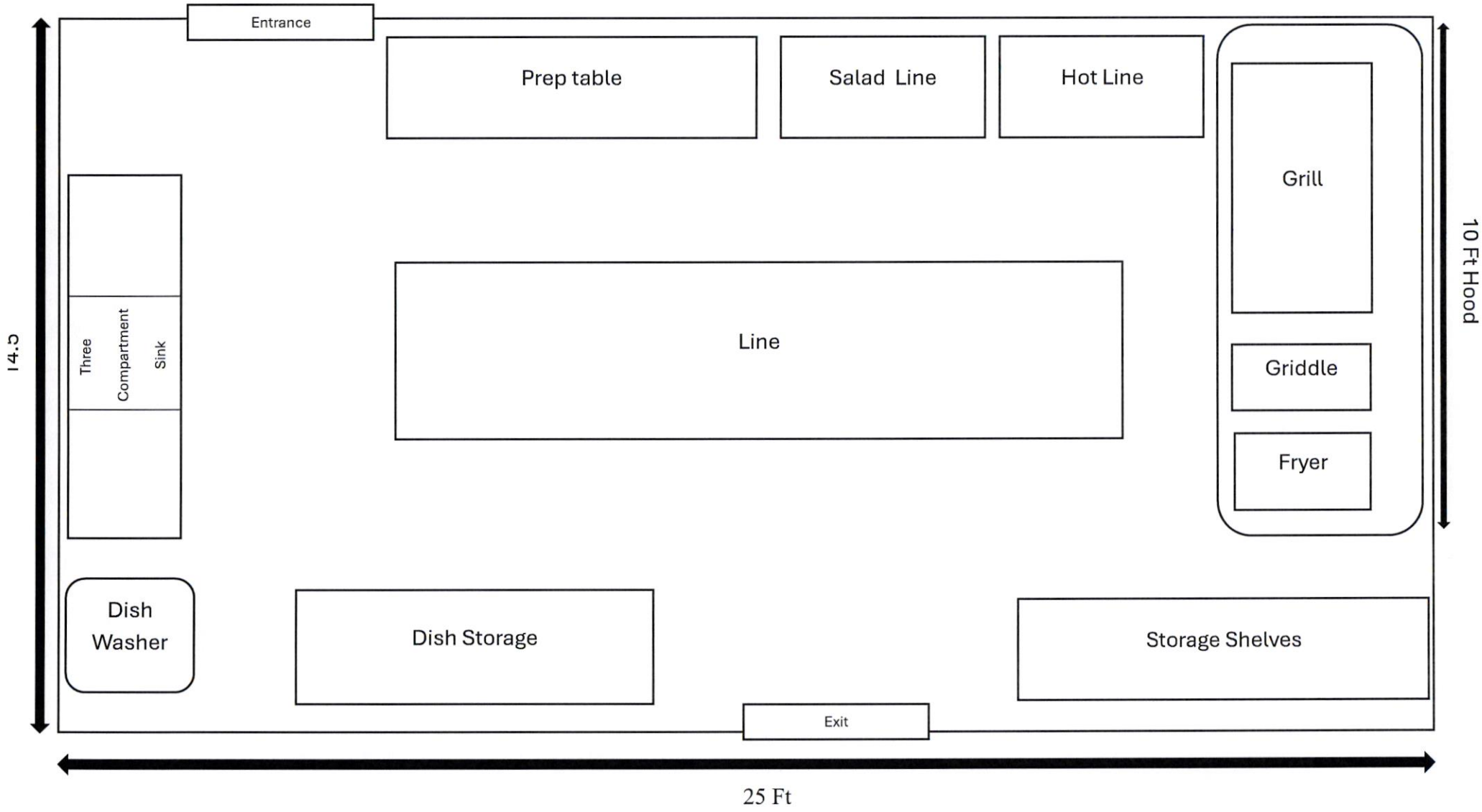


Figure 3: Proposed dining room floorplan.

St. Charles

Kitchen Layout

355 Sq Ft



BUSINESS DEVELOPMENT PLAN & OPERATIONS NARRATIVE

R & L FAM St. Charles LLC
d/b/a Arzola's Fajitas and Margaritas
142 N Main St, St. Charles, MO 63301

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1. Business Overview

Arzola's Fajitas and Margaritas is a full-service Tex-Mex restaurant.The establishment specializes in freshly prepared fajitas, classic Mexican-inspired entrées, and handcrafted margaritas in a family-friendly setting.

The restaurant operates under **R & L FAM St. Charles LLC** and offers dine-in service, take-out, and limited catering.

---

2. Hours of Operation

Restaurant & Bar Hours:

Monday: 4:00 -9:30 PM
Thursday: 4:00 -9:30 PM
Friday: 4:00 -10:30 PM
Saturday: 9:00 -10:30 PM
Sunday: 9:00 -9:30 PM

Kitchen Hours:
(Kitchen closes shortly before restaurant closing)

- **Monday:** 4:00 PM – 9:30 PM
- **Thursday:** 4:00 PM – 9:30 PM
- **Friday:** 4:00 PM – 10:30 PM
- **Saturday:** 9:00 AM – 10:30 PM
- **Sunday:** 9:00 AM – 9:30 PM

---

3. Description of Liquor Sales

Arzola's Fajitas and Margaritas will operate with the appropriate Missouri liquor license(s), offering **beer, wine, and spirits** for on-premises consumption.

Liquor service includes:

- Full bar featuring specialty margaritas, cocktails, domestic and imported beer, and wine

---

4. Menu

See attached.

MARGARITAS

In keeping with our family's commitment to elevated Tex-Mex food and drinks made with passion and integrity, our margaritas are only crafted with fresh lime, lemon and orange juices and feature premium 100% blue agave

CLASSICS:

Zolarita $10.95
$38.95

Our version of the classic! El Jimador Silver tequila, orange triple, fresh citrus lemonade

The Texas Tornado $12.95
$46.95

The original top-shelf margarita from Chuy Arzola's! Barrel-aged El Jimador Anejo tequila, triple orange brandy, fresh citrus lemonade, salt rim

Cabo Sunset $11.95
$42.95

Close your eyes and you're there! El Jimador Silver tequila, orange triple, hibiscus, fresh citrus lemonade, hibiscus salt rim

Senor Jalapeno $11.95
$42.95

Like it spicy? El Jimador Silver tequila is steeped with fresh jalapeno chiles, and triple orange brandy, fresh citrus lemonade, Tajin salt rim

CREATIONS:

El Azteca $13.95
$50.95

A smoky-and-spicy margarita inspired by our travels! Espadin mezcal with our jalapeno-steeped
El Jimador Silver tequila, Spanish sherry, fresh citrus

La Flaca (A.K.A. The Skinny) $12.95
$46.95

Light and refreshing! El Jimador Silver tequila, fresh lime, a touch of organic agave nectar, served up with Jose's salt air. Craft yours with ultra-premium Herradura silver tequila +1.95

Tamarindo $12.95
$42.95

We discovered this margarita in Tlaquepaoue, Mexico in 2007 and have loved it ever since! El Jimador Silver tequila, triple orange brandy, tamarind puree, fresh lemon, agave nectar, Tajin salt rim. Craft yours with ultra-premium Herradura silver tequila +1.95

FROZENS:

Chile-Mango-Pina $11.95
$42.95

Classic flavors from Mexico's street-side fruit carts! Our jalapeno-steeped El Jimador Silver tequila, licor de ancho chile, mango puree. pineapple juice, fresh citrus lemonade, Tajin salt rim

Prickly Pear $11.95
$42.95

Inspired by Mexican Aztec legend and uniquely delicious! El Jimador Silver tequila, orange triple, prickly pear cactus purée, fresh citrus lemonade, sugar rim

Flavor-Of-The-Moment

Our seasonally-inspired flavored slushy margarita! Blended with El Jimador tequila

Frozen Swirl

Can't decide? Por oque no los dos? Your pick of two frozen margarita flavors swirled in the same glass

ZERO PROOF

0% Alcohol | 100% flavor | Featuring bare zero proof reposado style tequila

Bare Rita $9.95
$34.95

BARE zero-proof tequila, n/a orange bitters, fresh citrus lemonade, salt rim

Skinny Bare $10.95
$38.95

BARE zero-proof tequila, fresh lime, and orange, a touch of agave nectar, served up with Jose's salt air

Tam-Bare-Indo $11.95
$42.95

BARE zero proof tequila, n/a orange bitters, tamarind puree, fresh lemon, agave nectar, Tajin salt rim

Spicy Bare $10.95
$38.95

BARE zero-proof tequila, muddled jalapeno, fresh citrus lemonade, Tajin salt rim

COMMON COCKTAILS

Paloma Brava $11.95

Tart and refreshing! El Jimador Silver tequila, fresh grapefruit lemonade, a touch of orange, a splash of Topo Chico, salt rim

East Austin Ranch Water $11.95

A west Texas creation with a big city twist! El Jimador Silver tequila, fresh lime, and Topo Chico all in the bottle, with a salt-rimmed glass

Mexican Mule $11.95

Classically fresh and zesty! El Jimador Silver tequila, fresh lime, a touch of orange, Fever Tree ginger beer

Maria Maria $10.95

A bloody mary like no other! El Jimador Silver tequila with our handmade tomato-chipotle sangrita, Tajin salt rim

Drink Menu

CANS/BOTTLES

Cervezas | Make it a classic michelada with our handmade tomato-chipotle sangrita +$2.95

Corona	$5.95
Modelo Especial	$5.95
Negra Modelo	$5.95
Pacifico	$5.95
XX Lager	$5.95

OUR MENU

MENU
(859859)

GF-Gluten free | V-Vegetarian | VG-Vegan

SHAREABLES

Or...treat yourself



Classic Oueso (V, GF)
$10.75

Our friends call this the 'sauce of life' | "Tex-mex style" yellow cheese dip accented with fresh pico de gallo; with our chile-dusted corn tortilla chips. Add Mexican chorizo or dry-aged ground beef +$2.15

Loaded Bean Dip
$11.95

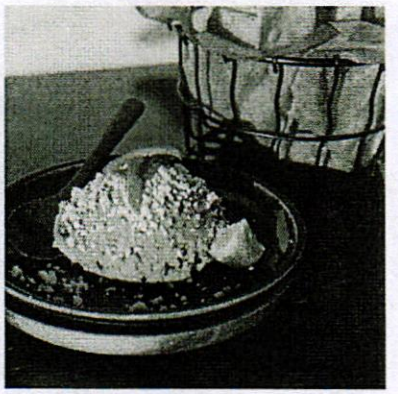
Our traditional slow-cooked charro beans smothered with our Classic Queso; with creme, pico de gallo, fresh cilantro, and our chile-dusted corn tortilla chips.

SIGNATURE FAJITAS

Our family's fajitas are trimmed by hand and then marinated for a minimum of 72 hours of labor of love since 1989. Accompanied by classic trimmings including real-deal handmade guacamole, pico de gallo, crema, mexi-cheese, shredded lettuce, and Mama Delia flour tortillas. Easily made gluten-free by substituting corn tortillas | Can't decide? Order your fajitas half-and-half!

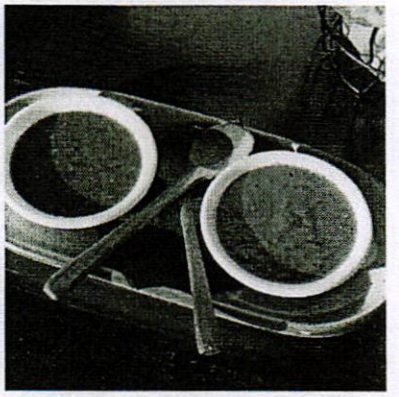


Steak
Our marinated then charbroiled steak fajitas with classic trimmings. Uno $28.75 | Dos $53.95 | Familia $82.55



Real-Deal Handmade Guacamole (V, GF)

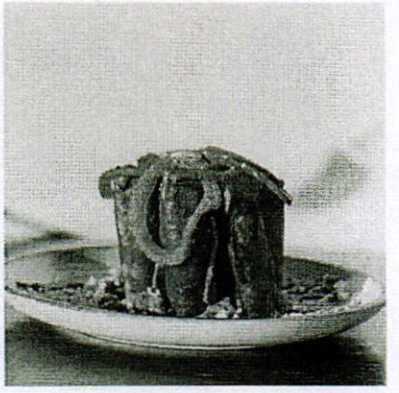
Ripe Haas avocados mashed with jalapeno, garlic, onion, lime, and cilantro; with queso cotija, lime-pickled radish, and our chile-dusted corn tortilla chips | MARKET PRICE



Chips & Salsas Two-Ways (VG, GF)

$5.15

A duo of seasonally-inspired handmade salsas with our chile-dusted corn tortilla chips.



Taquitos (V, GF)

$13.35

Crispy rolled corn tortillas filled with our sweet potato fajitas, black beans and mexi-cheese;

Sweet Potato

Our marinated then charbroiled sweet potato fajitas atop seasonally-inspired vegetables and poblano rajas; with classic trimmings. Uno $20.75 | Dos $38.95 | Familia $59.55

Chicken

Our marinated then charbroiled chicken fajitas with classic trimmings. Uno $23.75 | Dos $43.95 | Familia $67.55

Mojo Shrimp

Our mojo shrimp fajitas are marinated with chipotle adobo. roasted garlic and agave then grilled a plancha with poblano rajas; with classic trimmings. Uno $25.75 | Dos $48.95 | Familia $74.55

QUESADILLAS

Served with our Red Chile velvet sauce for extra delicious dipping! Easily made gluten-free by substituting our quinoa tortilla.



Luna

$15.95

Our charbroiled chicken fajitas, melted mexi-cheese, half-smashed black beans, and pico de gallo.

1LB.BURRITOS

Like an exploding pinata in your mouth | Served with our spicy salsa avo-verde on the side. Get it smothered or stuffed with our Classic Queso +$2.15 | Easily made gluten-free by substituting our quinoa tortilla



Arrojo

$18.95

Our charbroiled steak fajitas with poblano rajas, red rice pilaf, charro beans, mexi-cheese and red chile velvet sauce.

Carmen (V)

$15.35

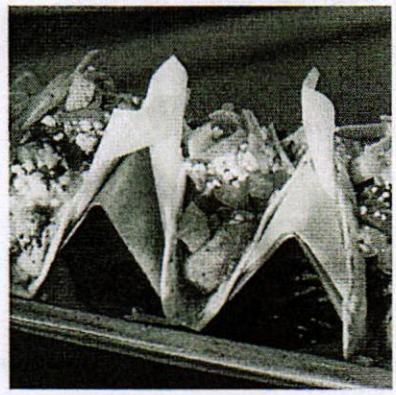
Our charbroiled sweet potato fajitas with seasonally-inspired vegetables and poblano rajas, red rice pilaf, half-smashed black beans, mexi-cheese, and red chile velvet sauce.

San Miguel

$16.55

Our charbroiled chicken fajitas with spicy house escabeche, red rice pilaf, half-smashed black

TACOS & MAS



6th Street Fajita Tacos

Named after the famed entertainment district in Austin, TX | A trio of classic street tacos served in warm flour tortillas with fresh pico de gallo, queso cotija and lime-pickled radish. Steak +$17.25, Chicken +$14.25, Shrimp +$15.75, Sweet potato +$12.75

Gringo Crunchy Tacos

$14.25

A trio of crispy yellow corn tacos stuffed with dry-aged ground beef seasoned with our signature spices; with shredded lettuce, mexi-cheese, red chile velvet sauce and pico de gallo

Ensalada (V, GF)

$10.95

Fresh greens, shaved apples & veggies, grilled pineapple, toasted pepitas and queso cotija; with agave-lime dressing. Add 1/4-pound of fajitas to your ensalada: Steak +$7.95, Chicken +$5.95,

with handmade guacamole, spicy salsa avo-verde, pickled red onion, and queso cotija.



Fancypants Nachos (V, GF)

$12.75

Crispy corn tostadas layered with half-smashed black beans and melted mexi-cheese; with handmade guacamole, creme, lime-pickled radish and spicy house escabeche. Add 1/4-pound of fajitas to your nachos: Steak +$7.95, Chicken +$5.95, Shrimp +$6.95, Sweet potato +$4.95



Fiesta

$17.15

Our mojo shrimp fajitas a la plancha with poblano rajas, melted mexi-cheese, and grilled pineapple



Tapatia (GF)

$14.75

Our charbroiled sweet potato fajitas with seasonally-inspired vegetables and poblano rajas, melted mexi-cheese, and pico de gallo.

Chico

$18.35

Our charbroiled steak fajitas, melted mexi-cheese, crema, and spicy house escabeche.

beans, mexi-cheese, and red chile velvet sauce.

Shrimp +$15.75, Sweet potato +$12.75

ON THE SIDE

The perfect pairing with your plate

Red Rice Pilaf (VG, GF)
Seasoned with achiote, poblano, onion, and garlic | $2.95 | $4.95

Poblano Rajas (VG, GF)
Sliced poblanos, bell peppers, and onions grilled a la plancha with Mexican oregano and our signature Chuy Oust | $2.95 | $4.95

Charro Beans
Traditional cowboy beans slow-cooked with bacon and chorizo, jalapenos, garlic, and Negra Modelo | $2.95 | $4.95

Half-Smashed Black Beans (V, GF)
With chile adobo, agave, lime and queso cotija | $2.95 | $4.95

ARZOLA'S
FAJITAS + MARGARITAS BENTON PARK

BRUNCH

BEBIDAS

MARIA MARIA
A BLOODY MARY LIKE NO OTHER

El Jimador Silver tequila or Tito's Vodka with our handmade tomato-chipotle sangrita, Tajin salt rim 10^{95}

MIMOSA
A BRUNCH STAPLE

Choose Classic with fresh orange juice, or a Pomelo with fresh grapefruit juice 9^{95}

PALOMA REFRESCA
A REFRESHING TWIST ON THE FAVORITE

El Jimador silver, grapefruit juice, champagne, lime juice, served over ice 13^{95}

MICHELADA
THE MEXICAN HANGOVER CURE

Modelo Especial with our handmade tomato-chile sangrita served over ice with Tajin salt rim 7^{95}

CAFE DE OLLA
A TRADITIONAL MEXICAN COFFEE

A coarse ground dark roast coffee brewed to perfection with cinnamon, an orange peel, and piloncillo for a sweet and spicy taste 5^{95}

ADD CREAM LIQUOR +4^{95}

COMIDA

HUEVOS RANCHEROS

Lightly fried corn tortillas layered with half-smashed black beans, sunny side eggs, salsa roja, queso cotija, and avocado 12^{95}

CHILAQUILES
THE GO-TO MEXICAN COMFORT FOOD

Chile-dusted corn tortilla chips sautéed with salsa roja until slightly soft, then topped with crema, pickled red onions, queso cotija, and cilantro. 10^{95}

BRUNCH BURRITO

Scrambled eggs with poblanos rajas, Mexican chorizo, charro beans, crispy potatoes, and our Classic Queso wrapped in a flour tortilla then grilled a la plancha; topped with spicy salsa avo-verde, and pico de gallo. 15^{95}

BIRRIA BENEDICT

Slow-braised beef birria atop handmade black bean corn masa sopes, with a sunny side up egg, roasted poblano hollandaise and pico de gallo; with half smashed black beans or hash browns. 16^{35}

Y MAS

PAN FRESCA

Thick slices of brioche soaked with cinnamon, vanilla, and orange zest then grilled a la plancha; with grilled pineapple, maple-agave syrup and powdered sugar 10^{95}

ADAN'S TEX-MEX SCRAMBLE

Eggs scrambled with red chile velvet sauce, mexi-cheese, served with crispy potatoes, salsa roja and flour tortillas. 13^{75}

ADD ONS

+ Eggs 2^{50}
+ Pan Fresca 5^{95}
+ Chorizo 2^{99}
+ Chicken Tinga 3^{95}
+ Steak Birria 4^{95}
+ Hashbrowns 2^{50}

ASK YOUR SERVER FOR OUR GLUTEN-FREE OPTIONS!

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 2/3/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 1-Otto **Sponsor(s):** N/A

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE
Case No. LL-2026-2

Applicant: Ronald Webb d/b/a Arzolas Fajitas & Margaritas, 142 N Main St.
License Type: Full 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 Ronald Webb for the grant of a liquor license for Arzolas Fajitas & Margaritas St. Charles, located at 142 N Main St. 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

Staff Recommendation: Approved.

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

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

RCA prepared by: PMB Dept. Dir. JAO Finance Dir. JAO Dir. of Admin. CJ

Docusign Envelope ID: 49D2844A-871F-44CF-9025-63E321F56D32

01/13/2026

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: ***Ronald Webb***
d/b/a: ***Arzolas Fajitas & Margaritas***
Location: ***142 N Main St***

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:

[X] Approved Signature: DocuSigned by: George Grove 1759E0E5CF884AD... Date: 1/13/2026

[ ] Not Approved Reason(s): _____

_____

_____

_____

_____

Docusign Envelope ID: 49D2844A-871F-44CF-9025-63E321F56D32

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Gragnani _____ Date: 1/13/2026

Docusign Envelope ID: 49D2844A-871F-44CF-9025-63E321F56D32

01/13/2026

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d/b/a: ***Arzolas Fajitas & Margaritas***
Location: ***142 N Main St***

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 CBD Historic Preservation District HDD Occupancy Permit No

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

Conditions of Approval _____

_____

Reason(s) for denial: _____

_____

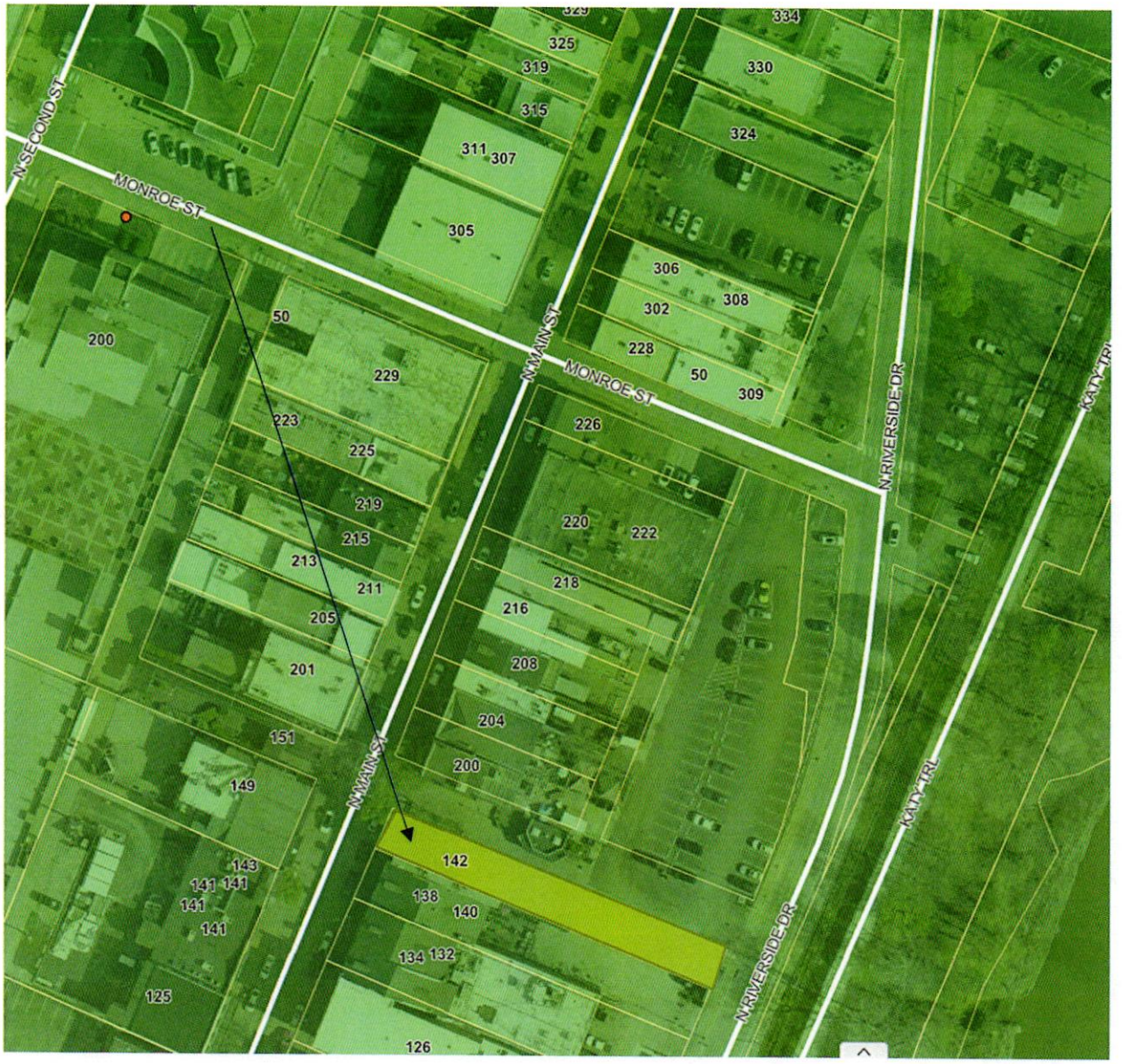
Signature: DocuSigned by: Zachary Tusinger Date: 1/13/2026

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 1/13/2026

☐ **Not Approved** Reason(s): _____

ARZOLAS FAJITAS



SUBJECT PROPERTY

142 N MAIN ST

WARD 1

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 2/3/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14057

Request for Council Action

Ward(s): 1 **Sponsor(s):** Bill Otto

Description:
Case No. PDA-2025-02. (Hummert International) An application for an amendment to the 370 Corporate Center Planned Development – Industrial District (Ord #11-45), specifically to add a new land use to be titled as "interior manufacturing and processing of soil". The subject properties are zoned PD-I Planned Development – Industrial District and located in Ward 1.

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

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

Summary:
The applicant has submitted an application to amend the existing 370 Corporate Center Planned Development – Industrial District. In association with the PDA, the applicant is requesting to add a new land use to the district. The proposed land use is titled "interior manufacturing and processing of soil." The applicant is proposing this land use to permit a proposed business within the district, specifically at 10 S. Corporate Hills Drive; however, if approved, the amendment would permit this land use at any location within the Planned Development. This request is specific to the added land use, with no additional amendments to the Planned Development proposed. The proposed use aligns with the present permitted uses and should not create an impact on the existing conditions of the planned development.

The Planning and Zoning Commissioner considered this item at their January 12, 2026 meeting where applicant representatives spoke and there were (5) speakers from the public with general questions and concerns regarding the district overall. After hearing public comment, the Commission voted to amend the request to specify that storage, in addition to processing, shall be interior only. The Commission voted 8 in favor, 0 opposed to forward the application, as amended 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. JSfor JHO Dir. of Admin.

Community Development

AGENDA ITEM #6

STAFF REPORT
PD-I PLANNED DEVELOPMENT
INDUSTRIAL DISTRICT – TEXT AMENDMENT
370 CORPORATE CENTER

JANUARY 12, 2026
BY MADELYN P. BROWN

APPLICANT:	Hummert International, Inc 502 Earth City Plaza, Suite 207 Earth City, MO 63045
OWNER:	10 LHE LLC P.O. Box 917 St. Charles, MO 63302
ADDRESS/LOCATION:	370 Corporate Center Planned Development Ward 1
ACRES:	Approximately 43.72 Acres (overall)
EXISTING ZONING:	PD-I Planned Development Industrial District
PROPOSED USE:	Major Amendment to an Existing PD – proposal to add Interior Manufacturing and Processing of Soil as a Land Use

SUMMARY OF REQUEST

The applicant has submitted an application to amend the existing 370 Corporate Center Planned Development – Industrial District to add a new land use to the district. The proposed land use is titled "interior manufacturing and processing of soil." The applicant is proposing this land use to permit a proposed business, Hummert International, within the district, specifically at 10 S. Corporate Hills Drive; however, if approved, the amendment would permit this land use at any location within the 370 Corporate Center Planned Development (see below limits of development on Figure 1 on page 2 of this report). This request is specific to the added land use, with no additional amendments to the Planned Development proposed. The proposed use aligns with the present permitted uses and should not create an impact on the existing conditions of the planned development.

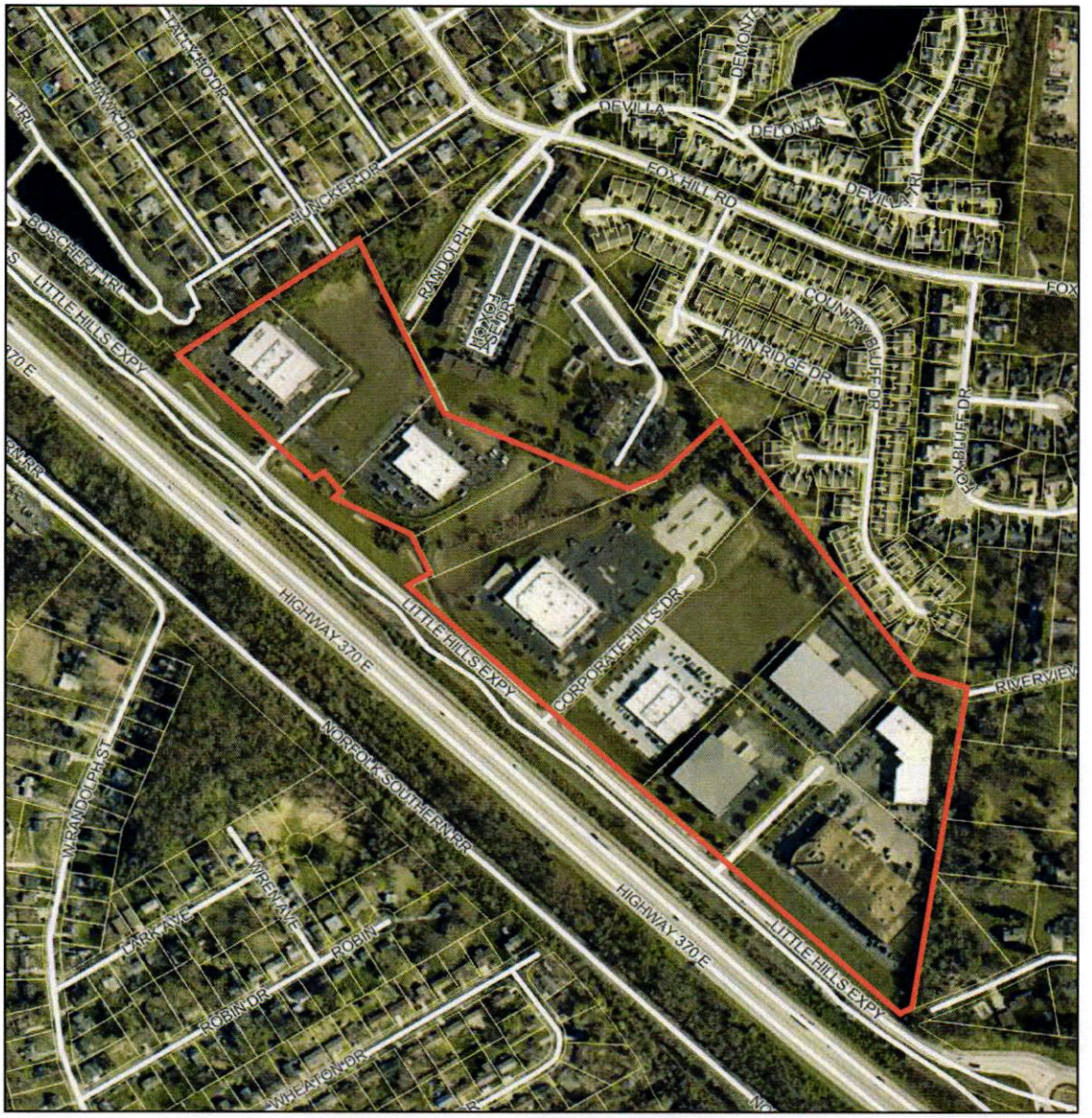


Figure 1: Aerial Photo depicting the 370 Corporate Center development.

BACKGROUND

The 370 Corporate Center development consists of eleven (11) lots and a total of nine (9) buildings, with the most recent building at 500 Corporate Hills Drive constructed in 2025. Originally, the development was zoned OBP (Office Business District), which permitted various commercial and light industrial uses by right. In November 2010, OBP was removed from the Zoning Code as a district. The subject development was the only development with an OBP zoning designation within the City at the time of its removal. According to a staff report from February 2011, the City of St. Charles proposed that the defunct zoning district be replaced with PD-I (Planned Development Industrial District), as it was the most appropriate and could be narrowly tailored to mimic the previous districts uses and design standards. All permitted uses, architectural/design standards, and performance standards for the OBP were transferred to the PD-I ordinance for the

370 Corporate Center (Ord. #11-45), with the only change at that time to permitted uses being the addition of manufacturing of aircraft parts.

STAFF ANALYSIS

As discussed above, the applicant is proposing the addition of "interior manufacturing and processing of soil" as a permitted use to the 370 Corporate Center PD-I. The applicant, Hummert International, Inc., has provided a business plan which details the operations which would take place under the proposed land use. Per the provided business plan, the primary use is whole sale distribution of soil to "stock and sell products to greenhouse growers, landscapers, plant scientists, nurseries, retailers, educators, municipalities, and the public". Also associated with the business is the processing and "devitalization" of plant material to produce soil for storage and export. All operations take place within an enclosed warehouse space.

Pursuant to the City of St. Charles Zoning Code, the proposed use is most similar to the land use identified as "storage/manufacture of stone products, sand, and gravel." The storage of stone products, sand, and gravel is permitted through approval of a Conditional Use Permit starting in the C-3 Highway Business District, while the manufacturing component is permitted within the I-2 Heavy Industrial District. Based upon these factors, staff find that *interior* manufacturing and processing of soil could be appropriate within the PD-I ordinance.

Currently, the PD-I permits various uses which are permitted by right within the I-1 (Light Industrial District) and I-2 District only. The manufacturing of aircraft parts is the only use permitted within the PD-I that is only permitted within the I-2 District. Similarly, the proposed use is most aligned with uses identified within the I-2 District only; however, it is the opinion of staff that the existing performance standards outlined in the PD-I, including regulations related to noise, odor, and other off-site impacts, would make this use appropriate within the District. Additionally, this use is specific to the interior of the building only, which further reduces the potential impact of the use.

To further minimize any potential impact this use may have on the surrounding area and neighboring properties, the Planning and Zoning Commission may determine whether the use is most appropriately classified as a permitted or conditional use. Presently, the PD-I District does not list Conditional Uses, with all uses either permitted by right or prohibited. Given that the proposed use is interior only with all operations conducted entirely within an enclosed building and is expected to have a low chance of impact on neighboring properties, staff recommends the use be permitted. However, the final determination is left to the purview of the Planning and Zoning Commission.

PD-I Proposed Amendment

The following text amendment to the PD-I will read as follows:

A. Permitted Uses. The list of permitted uses within the 370 Corporate Center PD-I District shall be amended to include the following additional land use:
    1) Interior manufacturing and processing of soil, defined as the manufacturing, processing, or preparation of soil or soil-based products conducted within an enclosed building, with no outdoor processing.

CONCLUSION

In summary, the proposed text amendment to the 370 Corporate Center PD-I accomplishes the following:

- Add "interior manufacturing and processing of soil" as a permitted land use within the PD-I.
- Allow the use at any property within the 370 Corporate Center Planned Development, subject to applicable approval and permitting requirements.
- Maintain the existing development standards and performance standards of the PD-I district.

The proposed text amendment would not accomplish the following:

- Approve a specific site plan.
- Modify existing development standards, architectural requirements, or performance standards of the PD-I district.
- Authorize outdoor manufacturing, processing, or storage activities not otherwise permitted by the PD-I ordinance.
- Exempt any future development or business from required site plan review, Conditional Use Permit approval, or any other applicable City approvals.

Staff Recommendation

As proposed, the requested amendment is consistent with the intent of the 370 Corporate Center PD-I District. Staff recommends approval of the proposed text amendment as submitted.

Recommended Motion

Motion to forward a recommendation of approval to City Council for application PDA-2025-02 as submitted.

Hummert International, Inc.

Mission: To strengthen the horticulture industry by supporting growers with reliable products, innovative solutions, and trusted partnerships.

The vast majority of Hummert's business is basic wholesale distribution. We stock and sell products to greenhouse growers, landscapers, plant scientists, nurseries, retailers, educators, municipalities, and the public. Sonny Hummert, our late third-generation owner and president described the company as selling what one would need to grow or kill a plant and everything you would see in a greenhouse including the greenhouse.

We no longer sell the extensive selection we once offered, but we do our best to service this idea. Approximately one-third of our sales ship directly to our customers from manufacturers or other distributors. We either ship or deliver inventoried products from our warehouses in Topeka, Kansas and Earth City, Missouri.

The Earth City warehouse also performs what we term "Plant Growth Logistics & Services" (PGLS). https://www.hummertinternational.com/pgls/ . It is a system of product and service delivery and waste disposal to address the needs of local researchers wanting to focus their efforts on science. A typical cycle starts with an order for pre-filled containers. The researcher needs X number of Y pots with Z mixture of soil and possibly fertilizer. Hummert fills the containers and delivers them where and when the order specifies. At the time of delivery, Hummert picks up the remains of the containers and plant material from completed research and brings it back to the warehouse for devitalization and disposal. Picture this happening for a multitude of researchers in a facility in multiple locations.

Devitalization is simply making certain the plant material is dead. To do this we place bins (roughly 4'x4'x4') of waste into an autoclave and "cook" it. An autoclave is essentially a specialized, heavy-duty version of a kitchen pressure cooker. Both use steam under pressure to achieve their purpose, but while a pressure cooker is designed to cook food quickly, an autoclave is engineered to sterilize. Hummert utilizes two such autoclaves fed by a boiler.

The functions of transport, short-term storage, and devitalization are federally regulated and permitted and account for less than 4% of our sales. Hummert International maintains strict SOPs and is under contract with one customer to perform these functions within these procedures. Mandatory equipment inspections occur annually. Other inspections happen announced. Hummert International has never had an incident with people or equipment involved with devitalizing plant material.

Docusign Envelope ID: BD966FCE-A258-4EE1-9F00-8DDCE3A1810C

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot 7 of 370 Corporate Center Plat One, Plat Book 35, Pages 324 & 325 as Recorded in the Office of the Recorder of Deeds of St. Charle County, Missouri

Bill No. 10439 Ordinance No. 11-45

Sponsor: Richard Veit

An Ordinance Rezoning to Zoning District PD-I (Planned Development-Industrial District) from Zoning District OBP (Office Business District), All Lots Located Within 370 Corporate Center Plat One and 370 Corporate Center Plat Two.

Whereas, on November 16, 2010 the City Council of the City of St. Charles amended the Zoning Code of the City of St. Charles in an effort to streamline the City's Development Regulations; and

Whereas, as part of the November 16, 2010 Zoning Code Amendment, the City removed the OBP Office Business Zoning District from the Zoning Code; and

Whereas, as a result of the November 16, 2010 Zoning Code Amendment, 370 Corporate Center must be rezoned to a Zoning District existing under the revised Zoning Code; and

Whereas, the City has presented an application to rezone the property to PD-I (Planned Development-Industrial District); and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this proposal and made a recommendation 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, interested individuals and other citizens were given 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 156 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:

370 Corporate Center Plat 1 and 370 Corporate Center Plat 2 are rezoned from City Zoning District OBP (Office Business District) to City Zoning District PD-I (Planned Development-Industrial District).

SECTION 2. The Development Standards applicable to the PD-I (Planned Development-Industrial District) attached hereto as **Exhibit A**, are incorporated by this reference.

Bill No. 10439

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

March 15, 2011
Date Passed

Michael Klinghammer, Presiding Officer

March 16, 2011
Date Approved

Patricia M. York, Mayor

Approved as to Form:

2/23/2011
Michael J. Valenti, City Attorney Date

Attest:

City Clerk

T:\ORDINANC\REZONE\370 Corporate Center Rezoning to PD-I.docx

EXHIBIT A

(A) *Permitted Uses.* The following activities are permitted subject to the development and performance standards set forth herein:

(1) General business offices.

(2) Research laboratories and facilities.

(3) Veterinary office, clinic, and/or hospital.

(4) Direct mail advertising service businesses.

(5) Computer and data processing service businesses.

(6) Professional offices, including but not limited to contractors, professionals, engineers, architects, and land surveyors.

(7) Business, professional, and technical schools and universities.

(8) Commercial laboratories, including testing and photofinishing laboratories, but not including testing combustion engines or explosives.

(9) Enclosed recreational uses, including tennis, handball or paddleball, swimming, skating, gymnasium or health club, bowling, and similar recreational uses.

(10) Office facilities for carrying out administrative functions in conjunction with any of the above permitted uses or for the sale and/or display of industrial and commercial goods.

(11) Retail uses ancillary to the uses above if they are part of an overall planned development of greater than 60,000 square feet of floor area under single ownership and control with the ancillary use being no more than five percent of the overall floor area and integrated into the overall site design.

(12) Generally light manufacturing uses similar to those listed below, which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, dust, smoke, lint, odor, heat or glare, than that which is generally associated with light industries of the types specifically permitted below:

(a) Manufacture or assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

(b) Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products, sheet metal products and vitreous enameled metal products.

(c) Beverage blending or bottling, bakery products manufacturing, candy manufacturing, dairy products and ice cream manufacturing, fruit and vegetable processing and canning, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.

(d) Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, printing and finishing of textiles and fibers into fabric goods.

(e) Manufacture of boxes, furniture, cabinets, baskets, and other wood products of similar type and size.

(f) Compounding of cosmetics, toiletries, drugs and pharmaceutical products.

(g) Manufacture of aircraft parts.

(13) Offices and office buildings.

(14) Storage of goods used in or produced by permitted uses, including storage warehouses in connection with office uses.

(15) Placement of a telecommunication antenna on an existing telecommunication tower (co- location) where no expansion or enlargement of the existing tower enclosure is required.

(B) *Accessory Uses.* Accessory uses shall be complementary and subordinate to a principal use which is permitted within the zoning district. Permitted accessory uses in this zoning district shall include the following uses and structures:

(1) Buildings for storage of equipment and property related to the principal use.

(2) Clinics, cafeterias, lounges, and recreational areas for employees.

(3) Retail and personal service establishments located within any permitted use.

(4) Conference or training facilities.

(C) *Design Standards.* The following design standards are required in this PD-I District:

(1) Design unity. Development within this PD-I District should demonstrate a logical layout and pattern of streets and open space; a well-conceived landscape plan and design unity of street furniture and signage.

(2) Open space system. The development should integrate a common open space system and stormwater drainage system. The common open space system includes recreational areas; environmental reserves protected from development or retained for their scenic beauty; the storm drainage system; and open space around any centralized management, service, or administrative center. The storm drainage system includes conduits, swales, streams, wetlands, and surcharge

retention ponds sufficient to contain storm drainage on the tract and to avoid localized flooding on individual lots or other abutting and nearby parcels outside of the tract.

(3) The development should demonstrate a site layout and design that integrates individual lots within the overall development context.

(4) Minimum lot area: Two acres for freestanding, single lot developments.

(5) Minimum lot width: 200 feet.

(6) Maximum lot coverage: 70% This represents that portion of the site which is covered by impermeable surfaces such as buildings or paving for access, circulation, loading, and parking.

(7) Minimum setback requirements, measured from building line to property line:

(a) Front yard setback, 35 feet, except 50 feet adjoining residential district.

(b) Side yard setback, 25 feet, except 50 feet adjoining residential district.

(c) Rear yard setback, 35 feet, except 50 feet adjoining residential district.

(8) Maximum height: 60 feet or four stories, unless all requirements set forth in § 156.105 are met.

(D) *Landscaping and screening.*

(1) All side and rear yards shall maintain a minimum of a 15 foot landscaped strip adjacent to the property line. For each 30 feet of linear distance, the following shall be provided:

(a) One tree of a minimum of two and one-half inch caliper.

(b) Ten two-gallon container shrubs.

Trees and shrubs are not required to be planted every 30 feet on-center, but may be clustered.

(2) All front yards required under this chapter shall be landscaped with a minimum of one tree of two and one-half inch caliper per 30 feet and a minimum of five shrubs for each 30 feet. All landscaping shall be maintained in good condition.

(3) Where this development 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 50 feet in width shall be provided and maintained along the appropriate property line by the users of the PD-I property. The open area shall be planted with trees and shrubs. A minimum of one tree shall be planted per 30 lineal feet or fraction thereof for any frontage along a residential zoning

district. Required trees shall be at least 2½ inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than 2½ 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 50-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the PD-I side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

(a) A continuous visual screen with a minimum height of six feet, such screen consisting of a compact evergreen hedge or foliage screening; or

(b) An ornamental masonry wall or wood fence, at least six feet in height above grade, in which case one shrub shall be planted in the greenbelt per ten lineal feet or fraction thereof. Required shrubs shall be a minimum of 18 inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

(4) The following specific uses or features shall be screened from adjacent properties and from public view by the installation of a fence, wall, hedge, landscaping, earth berm, natural buffer, or any combination thereof:

(a) All exterior solid waste containers and container racks or stands, including but not limited to dumpsters, and incinerators. The enclosed area shall have a concrete floor.

(b) Service entrances and utility facilities.

(c) Loading docks or spaces.

(d) Outdoor storage of material stocks, or equipment, including but not limited to, motor vehicles, farm or construction equipment, or other similar items.

(5) Screening standards. In addition to the standards set forth elsewhere in this chapter, the following standards apply to all screening:

(a) Minimum height of any screening shall be that which is sufficient to visually separate uses within the subject property from adjoining properties and streets.

(b) Height of any screening materials on a corner is controlled by vehicular sight distances.

(c) Shrubs used as screening materials shall be of evergreen varieties.

(E) *Off-street parking and loading.*

(1) No parking shall be permitted in a required front yard.

(2) Loading operations shall be conducted at the side or rear of buildings. In the process of loading or unloading, no truck will extend into any public or private drive or street used for traffic circulation.

(3) Adequate parking and loading space shall be provided off the street for all employees and traffic to the building, if necessary in excess of the minimum requirements of §§ 156.115 et seq.

(F) *Performance standards.*

(1) All operations must take place within a fully enclosed building.

(2) All storage of materials and equipment shall be within a fully enclosed building or a screened rear yard not visible to an adjacent property. Screening shall be defined as sight-proof fences or walls.

(3) Access points shall minimize traffic congestion. Whenever possible, access to a roadway shall be made to service more than one lot.

Bill No. 14057 Ordinance _____

Sponsor: Bill Otto

AN ORDINANCE AMENDING ORDINANCE NUMBER 2011-45 FOR THE 370 CORPORATE CENTER PLANNED DEVELOPMENT – INDUSTRIAL DISTRICT, AS AMENDED BY ORDINANCE NUMBER 2014-202, SPECIFICALLY TO ADD A NEW LAND USE TO BE TITLED AS "INTERIOR MANUFACTURING AND PROCESSING OF SOIL."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, AS FOLLOWS:

SECTION 1. The Development Standards set forth in Exhibit A of Ordinance Number 2011-45, as amended by Ordinance Number 2014-202, are further amended to include the following additional land use as a Permitted Use:

Interior manufacturing and processing of soil, defined as the manufacturing, processing, or preparation of soil or soil-based products conducted within an enclosed building, with no outdoor processing or storage.

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 1/26/27

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk



T:\ORDINANCES\ORDINANCES\REZONE\370 Corporate Center Amended PD-1 to allow interior manufacturing & processing soil 02.03.2026.docx

Underlined text is inserted.

Bill No. 11407 Ordinance No. 14-202

Sponsor: Mary Ann Ohms

An Ordinance Amending Ordinance Number 2011-45 for the Planned Development-Industrial District for 370 Corporate Center Plat One and 370 Corporate Center Plat Two to Include Electronics Recycling as a Permitted Use.

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

SECTION 1. The Development Standards set forth in Exhibit A of Ordinance Number 2011-45 are amended to include electronics recycling as a permitted use.

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

Sept. 23, 2014
Date Passed

Dave Beckering, Presiding Officer

9/24/14
Date Approved by Mayor

Sally A. Faith, Mayor

Approved as to Form:

8-27-2014
Michael J. Valenti, City Attorney Date

Attest:

City Clerk

T:\ORDINANC\REZONE\370 Corporate Center Amending PD-I to allow electronic recycling 8-27-2014.docx

EXHIBIT A

Bill No. 10439 Ordinance No. 11-45

Sponsor: Richard Veit

An Ordinance Rezoning to Zoning District PD-I (Planned Development-Industrial District) from Zoning District OBP (Office Business District), All Lots Located Within 370 Corporate Center Plat One and 370 Corporate Center Plat Two.

Whereas, on November 16, 2010 the City Council of the City of St. Charles amended the Zoning Code of the City of St. Charles in an effort to streamline the City's Development Regulations; and

Whereas, as part of the November 16, 2010 Zoning Code Amendment, the City removed the OBP Office Business Zoning District from the Zoning Code; and

Whereas, as a result of the November 16, 2010 Zoning Code Amendment, 370 Corporate Center must be rezoned to a Zoning District existing under the revised Zoning Code; and

Whereas, the City has presented an application to rezone the property to PD-I (Planned Development-Industrial District); and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this proposal and made a recommendation 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, interested individuals and other citizens were given 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 156 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:

370 Corporate Center Plat 1 and 370 Corporate Center Plat 2 are rezoned from City Zoning District OBP (Office Business District) to City Zoning District PD-I (Planned Development-Industrial District).

SECTION 2. The Development Standards applicable to the PD-I (Planned Development-Industrial District) attached hereto as **Exhibit A**, are incorporated by this reference.

EXHIBIT A

Bill No. 10439

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

March 15, 2011
Date Passed

Michael Klinghammer, Presiding Officer

March 16, 2011
Date Approved

Patricia M. York, Mayor

Approved as to Form:

2/23/2011
Michael J. Valenti, City Attorney Date

Attest:

City Clerk

T:\ORDINANC\REZONE\370 Corporate Center Rezoning to PD-I.docx

EXHIBIT A

(A) *Permitted Uses.* The following activities are permitted subject to the development and performance standards set forth herein:

(1) General business offices.

(2) Research laboratories and facilities.

(3) Veterinary office, clinic, and/or hospital.

(4) Direct mail advertising service businesses.

(5) Computer and data processing service businesses.

(6) Professional offices, including but not limited to contractors, professionals, engineers, architects, and land surveyors.

(7) Business, professional, and technical schools and universities.

(8) Commercial laboratories, including testing and photofinishing laboratories, but not including testing combustion engines or explosives.

(9) Enclosed recreational uses, including tennis, handball or paddleball, swimming, skating, gymnasium or health club, bowling, and similar recreational uses.

(10) Office facilities for carrying out administrative functions in conjunction with any of the above permitted uses or for the sale and/or display of industrial and commercial goods.

(11) Retail uses ancillary to the uses above if they are part of an overall planned development of greater than 60,000 square feet of floor area under single ownership and control with the ancillary use being no more than five percent of the overall floor area and integrated into the overall site design.

(12) Generally light manufacturing uses similar to those listed below, which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, dust, smoke, lint, odor, heat or glare, than that which is generally associated with light industries of the types specifically permitted below:

(a) Manufacture or assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

(b) Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products, sheet metal products and vitreous enameled metal products.

(c) Beverage blending or bottling, bakery products manufacturing, candy manufacturing, dairy products and ice cream manufacturing, fruit and vegetable processing and canning, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.

(d) Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, printing and finishing of textiles and fibers into fabric goods.

(e) Manufacture of boxes, furniture, cabinets, baskets, and other wood products of similar type and size.

(f) Compounding of cosmetics, toiletries, drugs and pharmaceutical products.

(g) Manufacture of aircraft parts.

(13) Offices and office buildings.

(14) Storage of goods used in or produced by permitted uses, including storage warehouses in connection with office uses.

(15) Placement of a telecommunication antenna on an existing telecommunication tower (co- location) where no expansion or enlargement of the existing tower enclosure is required.

(B) *Accessory Uses.* Accessory uses shall be complementary and subordinate to a principal use which is permitted within the zoning district. Permitted accessory uses in this zoning district shall include the following uses and structures:

(1) Buildings for storage of equipment and property related to the principal use.

(2) Clinics, cafeterias, lounges, and recreational areas for employees.

(3) Retail and personal service establishments located within any permitted use.

(4) Conference or training facilities.

(C) *Design Standards.* The following design standards are required in this PD-I District:

(1) Design unity. Development within this PD-I District should demonstrate a logical layout and pattern of streets and open space; a well-conceived landscape plan and design unity of street furniture and signage.

(2) Open space system. The development should integrate a common open space system and stormwater drainage system. The common open space system includes recreational areas; environmental reserves protected from development or retained for their scenic beauty; the storm drainage system; and open space around any centralized management, service, or administrative center. The storm drainage system includes conduits, swales, streams, wetlands, and surcharge

retention ponds sufficient to contain storm drainage on the tract and to avoid localized flooding on individual lots or other abutting and nearby parcels outside of the tract.

(3) The development should demonstrate a site layout and design that integrates individual lots within the overall development context.

(4) Minimum lot area: Two acres for freestanding, single lot developments.

(5) Minimum lot width: 200 feet.

(6) Maximum lot coverage: 70% This represents that portion of the site which is covered by impermeable surfaces such as buildings or paving for access, circulation, loading, and parking.

(7) Minimum setback requirements, measured from building line to property line:

(a) Front yard setback, 35 feet, except 50 feet adjoining residential district.

(b) Side yard setback, 25 feet, except 50 feet adjoining residential district.

(c) Rear yard setback, 35 feet, except 50 feet adjoining residential district.

(8) Maximum height: 60 feet or four stories, unless all requirements set forth in § 156.105 are met.

(D) *Landscaping and screening.*

(1) All side and rear yards shall maintain a minimum of a 15 foot landscaped strip adjacent to the property line. For each 30 feet of linear distance, the following shall be provided:

(a) One tree of a minimum of two and one-half inch caliper.

(b) Ten two-gallon container shrubs.

Trees and shrubs are not required to be planted every 30 feet on-center, but may be clustered.

(2) All front yards required under this chapter shall be landscaped with a minimum of one tree of two and one-half inch caliper per 30 feet and a minimum of five shrubs for each 30 feet. All landscaping shall be maintained in good condition.

(3) Where this development 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 50 feet in width shall be provided and maintained along the appropriate property line by the users of the PD-I property. The open area shall be planted with trees and shrubs. A minimum of one tree shall be planted per 30 lineal feet or fraction thereof for any frontage along a residential zoning

district. Required trees shall be at least 2½ inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than 2½ 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 50-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the PD-I side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

(a) A continuous visual screen with a minimum height of six feet, such screen consisting of a compact evergreen hedge or foliage screening; or

(b) An ornamental masonry wall or wood fence, at least six feet in height above grade, in which case one shrub shall be planted in the greenbelt per ten lineal feet or fraction thereof. Required shrubs shall be a minimum of 18 inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

(4) The following specific uses or features shall be screened from adjacent properties and from public view by the installation of a fence, wall, hedge, landscaping, earth berm, natural buffer, or any combination thereof:

(a) All exterior solid waste containers and container racks or stands, including but not limited to dumpsters, and incinerators. The enclosed area shall have a concrete floor.

(b) Service entrances and utility facilities.

(c) Loading docks or spaces.

(d) Outdoor storage of material stocks, or equipment, including but not limited to, motor vehicles, farm or construction equipment, or other similar items.

(5) Screening standards. In addition to the standards set forth elsewhere in this chapter, the following standards apply to all screening:

(a) Minimum height of any screening shall be that which is sufficient to visually separate uses within the subject property from adjoining properties and streets.

(b) Height of any screening materials on a corner is controlled by vehicular sight distances.

(c) Shrubs used as screening materials shall be of evergreen varieties.

(E) *Off-street parking and loading.*

(1) No parking shall be permitted in a required front yard.

(2) Loading operations shall be conducted at the side or rear of buildings. In the process of loading or unloading, no truck will extend into any public or private drive or street used for traffic circulation.

(3) Adequate parking and loading space shall be provided off the street for all employees and traffic to the building, if necessary in excess of the minimum requirements of §§ 156.115 et seq.

(F) *Performance standards.*

(1) All operations must take place within a fully enclosed building.

(2) All storage of materials and equipment shall be within a fully enclosed building or a screened rear yard not visible to an adjacent property. Screening shall be defined as sight-proof fences or walls.

(3) Access points shall minimize traffic congestion. Whenever possible, access to a roadway shall be made to service more than one lot.

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
January 13, 2025

The City Council of the City of Saint Charles, Missouri convened in a Work Session at 6:00 p.m. on Tuesday, January 13, 2026, at the Saint Charles Convention Center, 1 Convention Center Plaza – Grand Ballroom D, Saint Charles, Missouri, with President of the Council Michael Galba presiding and the Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

Presentation of Special Recognition

Councilmember Bart Haberstroh expressed his gratitude to Fire Chief Joe Gragnani and to the Fire/EMS staff and Police Officers who were present and assisted him during a medical emergency at the previous Council meeting. He thanked the responders for taking charge of the situation and ensuring he was cared for until the ambulance arrived. Councilmember Haberstroh reported that he is now healthy and doing well. Mrs. Haberstroh was also present and expressed her appreciation for the quick response and for staff contacting her promptly so she could meet them at the hospital.

Presentation and Discussion Relative to a Review of the City's Tourism, Communications and Event Functions

Mayor Dan Borgmeyer provided a PowerPoint presentation relating to a review of the City's Tourism, Communications, and Event Departments, with a focus on the following goals:

- Improve City Communications
- Improve Customer Service
- Improve Operational Efficiency
- Improve Organizational Structure that Best Supports and Represents the Public
- Maximize Resources and Current Staffing Talents

In addition to the Goals, Mayor Borgmeyer reported the following information is what was reviewed:

- Data Collection Packets from Both Departments

- Staffing, Workloads and Workflows
- Event Calendars and Production Timelines
- Financial and Existing Data
- Peer City Structures
- Best Practices from State and Regional Partners

The Mayor provided the following recommendations for now:

- From Special Events and Communications, Create Two New Departments – (1) Events and Promotions and (2) Communications and Marketing
- Leave Convention and Visitors Bureau (CVB) as it is for right now
- Hire Two New Directors – (1) Communications and Marketing Director and (2) CVB Director, which is currently vacant
- Spend 2026 Reviewing the Data and Organizational Structure as Presented with the Three Department Heads and Administration
- Come Back in January 2027 with Final Recommendations for any Operational/Collaboration changes/recommendations

The Mayor indicated Administration is currently recruiting for a CVB Director and a Communications Director. He noted that, upon hiring the two new Directors, collaboration with the Special Events and Promotions Director and an outside firm would occur to develop a recommendation to the Council regarding departmental responsibilities.

Council President Galba read the following statement:

> Since becoming President, I try hard to be a servant leader, one of the small things I typically do is to allow all my fellow Council members to speak before I do. Tonight, I would like to go first.
>
> First, I would like to thank everyone for showing up, especially tonight when there is no public comment. To that end, please understand if you want to be in this room I want you in this room. So, if we could please practice decorum, I would be grateful. I do want to thank City Staff, Administration and Mayor Dan for agreeing to move this work

session to a larger capacity space and for broadcasting it online for those that were unable to attend. I would also like to thank everyone that took time in the past to attend council meetings and speak under public comment. I would like to thank all the people who took the time to send emails and call. I could feel your frustration and sense your passion. I have made my position clear, long before this current debate, regarding my great affection and support for the Foundry Art Centre and the signature events masterfully executed by the Convention and Visitors Bureau. I will defend to the best of my ability anything that would be proposed and possibly viewed as harmful to these entities for as long as I represent this City in any capacity. I would like to clear up the narrative that has been portrayed that Council asked for this change. What we asked for was an outside firm or in-house department to handle this most important task of communications. This Council desires to provide the transparency you deserve and expect in this fast-paced digital world. To that end, it was agreed to add an additional director position that would focus solely on this task, of course, working in collaboration with other departments. But their mission would be clear, transparent communication. Next, I would like to clear up the other narrative that Council gets to decide. Our current Charter, for better or worse, operates under what is called a strong Mayor form of government. Council is the legislative body. Regarding this current situation, we attempted to authorize an additional director position, adding Director of Communications to the roster. Who the people under those directors report to and what their job duties are, are not technically in our purview. All that to say, last Tuesday before the Council Meeting Vice President Hollander and myself requested a preview of the Mayors presentation. We additionally asked the expertise of CM Foust to be present due to his invaluable experience running a non-city world class event - St Charles Oktoberfest. Mr. Foust was unable to attend because of the flu; however, Mark and I came in prepared. A little inside information a few days before, Director Dobrosky called me and said are you sure you want to do this, I think the Mayor is committed. He has done HIS research and strongly believes in what he is bringing forward. I think the Director was just trying to protect us from hearing something we didn't want to hear and keep the peace. I said, "WE HAVE TO TRY".

CM Mark Hollander and I met in the Mayor's office and he had the slides ready. Before we went through the presentation the Mayor began talking about how he wasn't trying to ruin these events and a few other points you, as the public have already heard him say in the past. To be honest, I was biting my tongue to the best of my ability hoping to get to the actual presentation, so that I could ask many of the same questions you all out there have offered under public comment or by email. We never got that far. The presentation was never handed out. I saw it for the first time when it went live on the City's website, just like everyone else. It was at that moment Vice President Hollander looked at Dan and said something like "It doesn't matter if these ideas are good or bad they have a negative connotation and this is hurting our City, the people in those departments, the cast and crew, Council members..... everyone!" It was at that moment where the unthinkable happened, Mayor looked at Mark and said, "OK you have my word I won't do anything, I won't make any changes." My jaw hit the floor. I know this will be unpopular, but I am grateful to Dan for making this choice. I am more grateful for my Vice President being able to articulate something in the moment I found myself unable to do because of my emotions regarding something so deeply special to me. I know there are skeptics in the room that believe Dan won't keep his word. I believe he will. I know there are those in the room that believe he will come to all these same conclusions in a year. I believe he now knows this is forever tainted and if and when this should come back up, all of the reasonable discrepancies you all out there have so eloquently pointed out would be brought to the forefront, discussed in the collaborative way, with all of the independent research that should have been done in the first place.

To the affected City employees, cast, crew, business owners, and residents you are valued and you are heard!

Councilmember Ratchford inquired of the Mayor if the three large CVB events will remain under the CVB. The Mayor indicated he intends to create three separate departments, bring in an outside firm and they would collaborate and decide what works best and makes the most sense. Director of Administration noted and Mayor confirmed that Administration is in the process of finalizing job descriptions and will be working with a hiring firm specializing in tourism as they

are searching for a new CVB Director.

Councilmember Foust read the following statement regarding City Events/Events Department:

I have shared this perspective with the Mayor, Staff and Council before: nonprofits and Volunteers are the backbone to every community. I've been fortunate to work alongside some of the very best, and my recommendation has consistently been to involve more nonprofit organizations in our smaller events and festivals. When we launch these events with nonprofit partners, we bring in groups that already have committed volunteers who want to be part of something meaningful. I do not believe it is sustainable for city staff to manage 50+ events long-term. Our staff does an outstanding job today, but an event every weekend or evening inevitably leads to burnout. By partnering with nonprofits that can generate revenue from these events, we gain experienced planners and workers who can help shoulder the load, creating better events, supporting staff, and strengthening the community at the same time.

Councilmember Foust read the following statement regarding the CVB and Tourism:

Well, I see we're back at the beautiful convention center for another meeting. And I'll say this with a smile – if we are using this space for meetings instead of showcasing it as an active, vibrant destination, we might already be missing the boat on messaging as a City. Not the best start, but here we are. That said, welcome to everyone. I see the turnout, I hear the conversations, and I feel the passion in the room. Tourism is not just about events. It directly impacts our local economy, small businesses, hotels, restaurants, and how Saint Charles is experienced by visitors and residents alike. I also want to be clear: This is the first time I have seen the formal proposal, nor have I had a direct conversation with the Mayor about the data behind this initiative. Based on what has been shared publicly, it appears the work was done internally, and I do not know who was consulted, what departments were involved or what external sources were used. I bring this perspective not as criticism, but as someone who helps lead a large-scale event. Saint Charles Oktoberfest is privately run, not city operated, but it brings more than 150,000 visitors annually from across the country and around the world. It is one of the

largest Oktoberfests in the Midwest and has given back more than $250,000.00 annually back into our community through local nonprofits and schools. That experience gives me firsthand insight into logistics, visitor experience, sponsorships, staffing and the critical role tourism plays in community success. But just because we have a great thing going at Oktoberfest, does not mean I could come in and tell CVB how to run their festivals, I could have some good suggestions but these size events are different on many levels. We also have two Councilmembers on this dais with extensive experience running large-scale festivals and events. Not tapping into that experience earlier feels like a missed opportunity. Now, it is our responsibility as Council to be ready and contribute constructively when called upon and that opportunity is in these meetings. One concern that has been raised, and one I share, is the lack of data tied to the recommendations presented. In my professional experience, meaningful decisions must be data-driven and evidence-based. At this point, I have not seen supporting data that explains how conclusions were reached or how proposed changes would improve outcomes.

Specifically, we have not been provided:

- Who collected the data and what their credentials are in tourism or destination marketing
- What the objectives of data collection were
- What questions were asked and what variables were measured
- When, where, and how the data was collected
- What baselines, benchmarks, or performance targets exist
- How the data directly led to the recommendations presented

From my standpoint, I have consistently stated that I believe the CVB should be left intact. Rather than restructuring or moving it under another department, I believe we should work together with the CVB Commission, stakeholders, and staff to identify areas where we can improve overall. Looking forward, I strongly believe the first step should be hiring a CVB Director. Once that is done, I would fully support engaging a qualified third-part firm to conduct a comprehensive review of our CVB and tourism operations. I

believe with the Mayor, City Administration should work with the CVB Commission to find the best firm out there and have them do third-party review. That review should identify where we are excelling, where we are underperforming, and what best practices from peer cities in our region could be implemented here. If certain events, departments, or strategies are performing at a high level, we should learn from that data and apply those successes elsewhere. Every department, event, and organization can do better and if we don't strive to improve, competitors will gain the edge. I've already shared ideas with CVB staff based on what I've learned by visiting other Oktoberfests across the country, places where tourism departments and chambers are deeply engaged and supportive. Staff was receptive, took notes, and we are planning follow-up discussions. That, to me, is exactly how this process should work. I believe one of my roles as a Councilman is not to restructure departments or tell professionals how to do their jobs. My role is to support them, ask the right questions, and help generate ideas that improve how we serve residents and guests. I also wanted to add a comment in regard to the Foundry Arts Centre being under events department. I look at this as another "why". From my perspective, I think we are finally making money at the Foundry, we have energized leadership over there and they have found their own identity. I recently reached out to Paige at the Foundry, regarding an event Saint Charles Oktoberfest would like to host this year. Staff response time was incredible! I was able to get information within 48 hours. She provided a map on how our tables could be set up and I was able to get Oktoberfest board approval right away because of their prompt response and professionalism on all our inquiries. I hope we don't plan on moving them under a new department, I don't see how that could improve what they are already currently doing. Finally, I want to address the broader conversation around separating events, communications and CVB functions. That discussion originally stemmed from the reality that city-supported events have grown from a handful to more than 50 annually. Council wanted to understand whether that growth was sustainable, cost-effective, and properly staffed, not to weaken tourism. Even with that discussion, I remain fully opposed to placing the CVB under another department. I would not support that

recommendation today, and I most likely would not support in the future. In closing, I believe we need more transparency on why some of these items are being brought forward, better data and collaborative solutions, not structural changes without hard data evidence. Thank you, Mayor and my fellow Councilmembers, for my long statement.

Councilmember Foust inquired where we were in the hiring process of a CVB Director. Director of Human Resources Shanton Fountain indicated that no interviews have been held to date and the search will be both national and local.

Councilmember Gould thanked Council President Galba and Vice President M. Hollander for meeting with the Mayor and Administration. He wanted to echo Councilmember Foust's concerns with moving the Foundry out of the CVB Department and he is glad that the Mayor is not moving forward with restructuring of the CVB Department.

Council Vice President Mark Hollander read the following statement:

I serve as Council Liaison to the Convention and Visitors Commission. Whenever I think about the term "Tourism", I don't immediately think about the travelers whose destination may be our community but I automatically think about the businesses that line our Main Street. There are more than 100 shop owners who specifically chose to place their business onto our Main Street. 99% of the time it was not because that was the only site available, but it was specifically chosen so that they could be a part of the fabric and tapestry of what makes St. Charles amazing. They chose to make an investment, pulling dollars out of their savings and taking out bank loans to do leasehold improvements and purchase inventory and invest into our heritage, our history and to be a part of Main Street. I think that Lydia Crespo said it best last week at our Council meeting when she stated that Small Businesses are not in trouble but they are fragile. They are one big snow storm away from not being able to meet the next payroll. They are one big plumbing problem away from choosing to shut the doors. There are one more employee who doesn't show up for work away from saying this is just too much stress on my

family and making the decision to close the doors. Being a small business owner is hard, very hard and I don't want to make any decision that adds stress to an already difficult situation for them. My wife comes from a small town in Southeast Missouri and their Main Street is dead. Literally dozens of boarded up buildings and vacant spaces. Parking there is abundant because no one goes there anymore. Every little town has a Main Street but no one has one like St. Charles. Making big decisions to revamp Tourism or change the CVB must be made with expert information, the very best of direction and leadership with industry talent. What we have isn't something to be jostled about or toyed with. I appreciate the Mayor's agreement to get the right person in place to run our Tourism Department to fully evaluate what we have and what can be done with it. My request at the Tourism Commission meeting last fall, was to take our time, get expert direction before we make any decisions. We will take the next year to utilize talents, input, review and experience to make suggestions – or not! And then, look ahead – together.

Councilmember Otto expressed his disappointment with the presentation and stated that he does not support the creation of a Communications Director position or the associated job description.

Councilmember West expressed concerns regarding the hiring of two new directors and inquired about the current number of employees in each department, as well as any additional positions that may be needed. Administration indicated that an organizational chart would be provided to the full Council.

Councilmember Mitchell agreed with Councilmember Foust's comments regarding the Council's request of the Administration, which was to explore options related to Communications. She noted that the Council did request any changes to the CVB. Councilmember Mitchell also expressed concerns regarding moving the Foundry Art Centre to the Special Events Department.

Councilmember Foust requested that the Mayor do not do anything. Further commenting that we need to get back to the basics. Issues like these tend to water down all the good things the City is

doing. The Mayor commented that his review is only about streamlining and improving efficiency. Councilmember Foust, along with Council President Galba, reiterated that the City needs to get back to the basics.

A motion was made by MICHAEL GALBA to recess the meeting. MARK HOLLANDER seconded the motion. All voted in favor. Motion passed.

The Work Session was reconvened with the following Councilmembers in attendance: Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, Mary West and Justin Foust.

Discussion Relative to Establishing a Council Retreat Schedule and Location Policy

Councilmember Ratchford initiated a discussion on whether the Council should consider establishing a standardized retreat cadence and location policy. He noted that doing so could improve scheduling efficiency, predictability, and team building, and mentioned options such as in-town or out-of-town formats and the frequency of retreats.

Director of Administration Larry Dobrosky provided a brief overview of how Council retreats have been scheduled and managed in the past, noting that they are typically held once per year over one full day on Friday and continuing into Saturday, and are generally held out of town. He indicated that there is often difficulty finding dates that work for all Councilmembers and stated that establishing a formal schedule could assist with planning future retreats.

Discussion was held regarding retreat locations, frequency and structure. It was the consensus of the Councilmembers present that moving forward, Council retreats will be scheduled twice per year, on the fourth Tuesdays of January and August, from 3:00 p.m. to 8:00 p.m., and will be held locally. The Council agreed that the January retreat will be facilitated by the Director of Administration and the August retreat will be facilitated by an outside facilitator. The Council also commented that they are in favor of conducting "pre-retreat" interview sessions.

Presentation and Discussion Relative to the Current Status of Video Lottery Terminals (VLTs)

City Attorney Holly Magdziarz provided a PowerPoint presentation and led a discussion relative to an update on developments on the legal status of VLTs in Missouri, other cities' approaches to regulating VLTs and options for City actions on this matter. At the end of her presentation, Ms. Magdziarz presented Council with three possible options regarding VLTs in the City, which included:

- Ban VLTs in the City
- Regulate VLTs through Land Use Regulations, Permitting and Conditional Use Permit (CUP) Individual Prohibitions
- Keep the Status Quo

Ms. Magdziarz noted that it is staff's recommendation to keep the status quo while we wait for definitive guidance from the Attorney General, State Legislature, or Litigation Outcomes.

Councilmember Ratchford read Resolution R2023-020, *A Resolution Opposing the Proliferation of Video Gaming Machines within the City of St. Charles*, which was approved by the City Council on December 19, 2023. He stated his support for adding a condition to a Conditional Use Permit (CUP) that would prohibit video lottery terminals (VLTs) and further expressed support for hiring additional staff to regulate them.

Councilmember Mitchell also expressed concerns regarding VLTs within the City and indicated her support for banning them. Councilmember Gould and Council President Galba stated that they support staff's recommendation for the City to remain status quo until the State of Missouri provides further guidance. Councilmember Foust expressed his support for VLTs, stating that he does not consider them to be gaming devices but rather entertainment devices, and expressed concern about the potential impact a ban could have on small businesses that may rely on the additional customer traffic they generate.

It was the consensus of the Councilmembers present that staff should remain status quo for the

time being and await definitive guidance from the Missouri Attorney General, the State Legislature, or the outcome of related litigation.

Discussion Relative to the City of St. Charles' Department Director Hiring Process

Councilmember Ratchford reviewed the current standards for hiring department directors under City Charter Section 4.3(e). He proposed considering an ordinance to align the hiring requirements for department directors with those used for board and commission appointments, including providing Councilmembers with candidate resumes at least seven days prior to a scheduled meet-and-greet. He noted that this would strengthen the vetting process, increase transparency, and improve Council accountability in director appointments.

Director of Human Resources, Shanton Fountain provided a PowerPoint presentation relative to the Department Director Hiring Process which included the following steps:

- Competencies and Sourcing
- Screening and Shortlisting
- Interview Process and Evaluation/Selection
- Offer Negotiation and Onboarding

Discussion was held regarding the presentation and Councilmember Ratchford's proposed changes to the hiring process. Several Councilmembers stated they are not opposed to the meet-and-greet format, but agreed that receiving additional candidate information, such as resumes or summaries, in advance would make the meet-and-greet more productive. Ms. Fountain and Mr. Dobrosky expressed concerns about releasing full resumes but suggested providing a candidate summary sheet prior to meet-and-greets.

Councilmember Ratchford suggested bringing forward a resolution related to the department director hiring process; however, following discussion, the consensus of the Councilmembers present was not to pursue a resolution at this time. Instead, the Council requested that as much candidate information as possible be provided as early as practicable in advance of meet-and-

greets. Ms. Fountain and Mr. Dobrosky noted that executive-level hiring often moves quickly and delays could result in losing candidates. They indicated that, moving forward, a summary sheet for each candidate will be provided prior to scheduled meet-and-greets.

CLOSED SESSION

At 9:55 p.m., MARK HOLLANDER made a motion to adjourn into closed session pursuant to RSMo 610.031(3); as amended. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: "Aye": Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford, West, Foust and Galba. "Nay": Otto. Absent: None. Motion passed.

The closed portion of the Council Work Session adjourned at 10:12 p.m.

At 10:13 p.m. MICHAEL GALBA made a motion to adjourn the open portion of Council Work Session. STEVE HOLLANDER seconded the motion. All voted in favor. Motion passed.

_____

Date Approved



_____ _____

Kimberly Hudson, City Clerk Michael Galba, Presiding Officer

PLANNING AND ZONING COMMISSION - MINUTES
December 8, 2025
City Hall – Council Chambers
200 N Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT:
Shawn Luesse, Chairperson
Julie Bartch, Vice-Chair
Missy Palitzsch, Secretary
Michael Galba, City Council Liaison
Chris DeGuentz
Tyson King
Keith Liston
John Morgan
Adriana Perrone

MEMBERS ABSENT
Mayor Dan Borgmeyer

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

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, December 8, 2025**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

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

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the November 10, 2025 Planning and Zoning Commission meeting.

   Commissioner DeGuentz made a motion to approve the minutes. Secretary Palitzsch seconded the motion. All were in favor. The minutes were approved.

PUBLIC HEARING: Conditional Use

4. 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.

   Planner Brown provided the Commission with an overview of the Conditional Use request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Secretary Palitzsch made a motion to close the public hearing. Vice-Chair Bartch seconded the motion. All were in favor and the public hearing closed.

   Vice-Chair Bartch motioned to forward the Conditional Use application, 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**

as submitted. Commissioner DeGuentz seconded the motion. The Annexation application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their January 6, 2026 meeting.

Commissioner DeGuentz motioned to forward the Establishment of Zoning application, as submitted. Secretary Palitzsch seconded the motion. The Establishment of Zoning application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their January 6, 2026 meeting.

PUBLIC HEARING: Conditional Use

7. 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.

Planner Brown provided the Commission with an overview of the Conditional Use Permit and associated Site Plan (Item #8). The applicant and the project's traffic engineer addressed the Commission. The public hearing for the application opened no speakers from the public. Secretary Palitzsch made a motion to close the public hearing. Vice-Chair Bartch seconded the motion. All were in favor and the public hearing closed. Secretary Palitzsch motioned to forward the Conditional Use application, 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.**

Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their January 6, 2026 meeting.

SITE PLAN

8. Case No. SP-2025-10. (Gwen Keen – QuikTrip Corporation) A Site plan application for a new automobile service station with a convenience store and fuel pumps (QuikTrip). The property is zoned C-3 Highway Business District and is located in Ward 6.

Commissioner Morgan motioned to approve the Site Plan application, with the following conditions:

1. **The West Clay access shall be amended to comply with MODOT's suggestion for right-in/right-out access.**

Secretary Palitzsch seconded the motion. The Site Plan application was approved (9 In Favor, 0 Opposed).

PUBLIC HEARING: Annexation & Establishment of Zoning

9. Case No. Z-2025-11. (WOCO Partners, LLC) An application to annex and establish the zoning for 1.57 acres of an overall 6.57 acre tract of land located at the southeast corner of Muegge Road and S. Old Highway 94, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "C-2" General Business District. The subject property will be located in Ward 5 upon annexation. ***This application was TABLED at the October 20, 2025 Planning & Zoning Commission meeting. The applicant has requested this item be TABLED again to the December 8, 2025 Planning & Zoning Commission meeting.***

Vice-Chair Bartch and Secretary Palitzsch recused themselves from these applications. Planner Brown provided the Commission with an overview of Items #9, 10, and 11, as these are associated with the same development project. The applicant addressed the Commission. The public hearing for the application opened with three (3) speakers from the public with general questions/concerns regarding existing utilities and other project specifics. Commissioner DeGuentz made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. Commissioner DeGuentz motioned to forward the Annexation application, as submitted. Councilmember Galba seconded the motion. The Annexation application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their January 6, 2026 meeting.

Commissioner Liston motioned to forward the Establishment of Zoning application, as submitted. Commissioner DeGuentz seconded the motion. The Establishment of Zoning application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their January 6, 2026 meeting.

PUBLIC HEARING: Annexation & Establishment of Zoning

10. Case No. Z-2025-12. (WOCO Partners, LLC) An application to annex and establish the zoning for 5.0 acres of an overall 6.57 acre tract of land generally located at the southeast corner of Muegge Road and S. Old Highway 94, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-3A" Multiple Family Residential District. The subject property will be located in Ward 5 upon annexation. ***This application was TABLED at the October 20, 2025 Planning & Zoning Commission meeting. The applicant has requested this item be TABLED again to the December 8, 2025 Planning & Zoning Commission meeting.***

    Commissioner DeGuentz motioned to forward the Annexation application, as submitted. Councilmember Galba seconded the motion. The Annexation application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their January 6, 2026 meeting.

    Commissioner Liston motioned to forward the Establishment of Zoning application, as submitted. Commissioner DeGuentz seconded the motion. The Establishment of Zoning application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their January 6, 2026 meeting.

PRELIMINARY PLAT

11. Case No. SUB-2025-04. (WOCO Partners, LLC) A Preliminary Plat application to construct thirty-four (34) attached townhomes with common ground on the 5.0 acre tract. The property is St. Charles County "R1E" Single Family Residence and is proposed to be zoned R-3A Multiple Family Residential District upon annexation. The subject tract is located in Ward 5.

    Commissioner Liston motioned to forward the Preliminary Plat application, subject to the following condition:

    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).**

    Commissioner DeGuentz seconded the motion. The Preliminary Plat application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 1 Opposed) at their January 6, 2026 meeting.

ADMINISTRATIVE ITEMS:

12. 2025 Comprehensive Plan: "Guiding STC"
13. P&Z Commission Rules and Procedures – Adoption

    Vice-Chair Bartch motioned to adopt the Planning & Zoning Commission Rules and Procedures, as submitted. Secretary Palitzsch seconded the motion. The Rules and Procedures were adopted (9 In Favor, 0 Opposed).

Adjournment

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.**

Secretary Palitzsch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (9 In Favor, 0 Opposed) at their January 6, 2026 meeting.

PUBLIC HEARING: Conditional Use

5. 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.

Planner Berry provided the Commission with an overview of the Conditional Use Permit. The applicant addressed the Commission. The public hearing for the application opened with six (6) speakers from the public. 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. Secretary Palitzsch made a motion to close the public hearing. Commissioner DeGuentz seconded the motion. All were in favor and the public hearing closed. Councilmember Galba motioned to forward the Conditional Use application, 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. 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.**

Secretary Palitzsch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 1 Opposed) at their January 6, 2026 meeting.

PUBLIC HEARING: Annexation & Establishment of Zoning

6. 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.

Planner Berry provided the Commission with an overview of this annexation and establishment of zoning request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Secretary Palitzsch made a motion to close the public hearing. Vice-Chair Bartch seconded the motion. All were in favor and the public hearing closed. Secretary Palitzsch motioned to forward the Annexation application,

The next regular meeting of the Planning and Zoning Commission is scheduled for ***January 12, 2026.***

Vice-Chair Bartch made a motion to adjourn the meeting. Commissioner Liston seconded the motion. All were in favor. The meeting adjourned at 8:01 p.m.

SECRETARY

1-12-26

DATE

CITY OF ST. CHARLES, MISSOURI
AUDIT COMMITTEE MEETING MINUTES
TUESDAY, AUGUST 19, 2025 @ 4:00 pm
CITY HALL @ 200 N. SECOND STREET - CONFERENCE ROOM A – 4th FLOOR

1. Roll Call: Bart Haberstroh, Michelle Graham, Matt Johannesman, Luanne Cundiff

   Others: Jennifer O'Connor, Jessica Steffen, Larry Perney (left @ 4:15pm), Mary Ann Ohms

Ms. Graham opened the meeting @ 4:03pm:

2. Discuss Agenda
- All is OK.

3. Approval of the regular minutes of 06/17/2025 meeting
- Motion by Matt Johannesman
- 2nd by Luanne Cundiff
- All approved (voice vote)

4. Reviewed auditor proposals & discussed number of hours proposed by each firm. Committee decided to accept Kerber, Eck & Braeckel (KEB) proposal for upcoming audits for Fiscal Years 2025-2029
- Motion by Matt Johannesman
- 2nd by Luanne Cundiff
- All approved (voice vote)

5. Establish next meeting date
- Possibly January - will send out dates

6. Closed Session
- None needed per Committee members

Meeting adjourned 04:19pm.

Michele Graham 1/13/26

Michele Graham, Chairman Date

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
DECEMBER 17, 2025

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

Board Joshua Allen, Sandy Bichel, Tim Glosier, Kathy Mudrovic, Larry Muench, Anna Shy, and Council Liaison Denise Mitchell were present.

Brian Scheidegger, TJ Slattery and Anne Zerr were absent.

Staff Maralee Britton – Director, Chris Atkinson – Assistant Director
Don Borgmeyer – Enterprise Superintendent, Missy Hollander – Aquatics Coordinator

Others Holly Magdziarz –City Attorney

3. **Pledge of Allegiance**

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

5. **Staff Reports/Presentations**:

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

A. **Consideration for approval of the purchase of ADA lifts for aquatic facilities from Hage Financial Pool Lift Division in an amount not to exceed $21,736.00***

Replacement lifts are needed due to the original lifts no longer functioning.

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

B. **Consideration for approval of a contract with Belkoh II d/b/a Behlmann Chrysler Dodge Jeep Ram for purchase of 1 Chrysler Minivan and 1 Dodge Police SUV in an amount not to exceed $82,880.00***

Administration vehicle and Park Ranger vehicles have met the replacement thresholds outlined in the City Replacement Policy.

Glosier made a motion to approve the contract; seconded by Mudrovic. Motion Passed.

C. Consideration for approval of a contract with ProTronics Technologies Inc. to provide wireless connectivity, internet, WAN/LAN, Firewall, Web Solutions and Monthly Server Maintenance in 2026 in an amount not to exceed $65,000.00*

Parks & Recreation Department has been working with Protronics Technologies since 2005. 2025 was the end of the current 6-year agreement. Bids were solicited. Only one vendor submitted a proposal. 1-year contract with five possible renewals if desired.

Mudrovic made a motion to approve the contract; seconded by Glosier. Motion Passed.

D. Consideration of Revisions to Aquatic Fees 2026*

Staff recommended a $.50 cent increase in daily resident and non resident entry fees as well as a 5% increase in costs for facility rentals and pool party packages. All other fees would remain the same as in 2025.

Glosier made a motion to approve the revised fees; seconded by Mudrovic. Motion Passed.

E. Consideration for approval of the 2026 Compensation Policy*

Follows suit with the policy for other City employees. Includes a 2% cost of living salary grid increase.

Mudrovic made a motion to approve the policy; seconded by Allen. Motion Passed.

F. Consideration for approval the Organizations Hosting Ticketed Events in Public Parks Policy effective January 1, 2026*

This is a new policy that has been discussed by the Board at previous meetings. Would allow an organization hosting an event or tournament to assess a ticket requirement for general entry to the event on park grounds if they wanted to and followed all the guidelines and requirements. 90% of ticket fee would be retained by the event host organization and 10% would be donated to the Parks & Recreation Department for capital improvements within parks.

Shy made a motion to approve the policy; seconded by Allen. Motion Passed.

G. Consideration for approval amending the Special Event Use Policy Manual effective January 1, 2026*

This amendment would remove the prohibition of fees for entering parks for events.

Allen made a motion to approve the amended policy; seconded by Mudrovic. Motion Passed.

H. Consideration for approval amending the Business Use Policy effective January 1, 2026*

This amendment would remove the prohibition of fees for entering parks for events, leagues or tournaments.

Mudrovic made a motion to approve the amended policy; seconded by Allen. Motion Passed.

I. Discussion and Consideration of revoking the Athletic Facility League and Tournament Policy and the Permits for Use of the Ball Fields and adopting the Athletic Field Use Policy effective January 1, 2026*

Shy made a motion to revoke the old policy and approving the new policy; seconded by Glosier. Motion Passed.

Muench made a motion to approve the agreement; seconded by Mudrovic. Motion Passed.

7. Meeting Minutes:

A. Parks & Recreation Board Meeting Minutes November 19, 2025*
B. Parks & Recreation Board Work Session Meeting Minutes December 3, 2025*

Mudrovic made a motion to approve the meeting minutes from November 19, 2025 and December 3, 2025; seconded by Allen. The motion passed.

8. Consent Agenda (Items to be received):

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

A. Calendar
B. Financial Worksheets and Project Report
C. Accounts Receivable Report
D. Financial Transactions from $10,000 to $15,000- None
E. Oak Grove Cemetery Report

Mudrovic made a motion to approve the consent agenda; Seconded by Shy. The motion passed.

9. **Items Removed from the Consent Agenda:** None

10. **Presidents Announcements and Reminders**:

Bichel provided the Board with an update on the current standing of the lawsuit between tax payers Mary West and Bridget Ohmes and the City of St. Charles. She stated that all the information is public knowledge and can be found on Casenet.

Bichel provided a timeline of the different actions/motions taken by all sides since the initial filing on 12/23/2024. This included several changes to the judge assigned to the case. The current judge is Dwayne Allen Johnson. There was also a judgement that tax payers Bichel, Mudrovic, Ryan, Slattery and Zerr are allowed to intervene in this matter.

Bichel stated that a Sunshine Request asking the amount of tax payer dollars currently spent by the City of St. Charles on this case is $65,000. Both West and Ohmes are paying any of their fees out of pocket.

11. **Directors Report**:

A. Thank You's (As Available)

B. General Department Update

Britton reminded the Board that the Parks & Recreation Office as part of the overall City closure would be closed from December 23, 2025 through January 1, 2026. The office would reopen on Friday January 2, 2026 and that is also the date that shelter reservation open for 2026.

Informed the Board that staff would be hosting a remembrance event for the passing of long time Trip Planner John Pike. Would be attended by staff, John's family and some frequent travelers who went on his trips.

Updated the Board that Mr. Reineke the organizer of "Help St. Charles City Parks" would be going before the City Council at an upcoming meeting where Council would review the petition per City Charter requirements when a voter initiative is filed and ruled upon with the St. Charles County Election Authority. It appears as though the petition was short 589 of the necessary signatures.

12. **Board Member Announcements and Reminders**:

Muench - Good

Shy – Good

Mudrovic – Good

Glosier – Good

Allen – Will check assigned parks when that happens.

Bichel - Good

13. **Council Liaison Announcements and Reminders**:

Councilperson Mitchell requested that staff look into a concern that was sent to her about the functionality of the flashing beacon lights that are located on Old Highway 94 on the Centennial Greenway. A resident stated that the button does not activate the flashing lights when pressed. Atkinson stated that staff would investigate and make repairs if needed.

Mitchell also thanked the Board for their service to the City by serving on this Board.

14. **Park Board Liaisons Comments**

A. Foundation Report: None

B. Legislative Report: None

As there was no further business to discuss Glosier moved for **Adjournment** at 7:01 pm; Seconded by Mudrovic. The motion passed.

Meeting: December 17, 2025

Respectfully Submitted,

Sandy Bichel, President

Anna Shy, Secretary

MINUTES

THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday, November 19, 2025
8:30 am
1041 Olive Street
St. Charles, Missouri 63301

Chairman Burke called the meeting to order at 8:31 a.m. in the Boardroom of the St. Charles Housing Authority.

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

Comments from Residents

Mr. James Chipman attended the meeting to discuss the work he has completed and his value to the Housing Authority and to request an increase in both pay and hours available to work, as well as an appointment to Resident Caretaker Liaison which would include on-site housing provided as part of his total compensation package. Three non-resident individuals from the community attended the meeting in support of Mr. Chipman's proposal.

Minutes from the October 2025 Board meeting were emailed earlier and discussed at this time. A correction to the October 2025 board meeting minutes was suggested: In the final paragraph on the first page of the minutes, the words out looking were not appropriately separated by a space. The correction has been made to the misspelling. A motion was made by Commissioner McIlroy and seconded by Commissioner Pryor to approve the minutes. Motion carried.

Approval of List of Bills

The list of bills from October 2025, consisting of PH Check numbers 43311 to 43379 in the amount of $67,620.42 and S8 Check numbers 51918 to 52065 in the amount of $251,011.32 were reviewed and discussed. A motion was made by Commissioner Pryor and seconded by Commissioner McIlroy to approve the list of bills. Motion carried.

Vacancies

Regarding the Section 8 Program, we now have 225 units under lease as of November 1, 2025, and are at 80.36% leased up. We are spending 91.62% of our HAP for the month of November 2025.

We have 16 vouchers on the street searching, 3 VASH, 6 S8 vouchers and 7 port out vouchers. We have a total of 6 VASH vouchers that need to lease up, this is inclusive of the 3 vouchers that are out looking currently and any additional VASH vouchers that need to be issued.

We have 15 vacancies in Low Rent Housing, 9 that are offline and in the process of modernization and 6 units in make-ready status. We are anticipating 2 additional vacancies this month due to tenants not responding to their lease terminations.

New Business

The Commerce Bank Signature Cards were signed again and we are now waiting for final approval from our accounts.

Old Business

Terminations and Court Hearings

Section 8 Termination of Assistance November 2025:

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

Public Housing Termination of Lease October 2025:

We have 4 lease terminations for the Public Housing Program for non-payment of rent and 1 lease termination for the Public Housing Program for disconnected utilities. They will have until December 18, 2025, to resolve the issues that led to their lease termination.

From the 3 lease terminations for the Public Housing Program from October 2025, 2 will be getting sent to the attorney as of November 28, 2025 and 1 has requested for her balance owed to be calculated into a repayment agreement which will begin December 1, 2025.

Directors Report

The end of 2025 is quickly approaching! We are very glad that the shutdown has ended and that we will be able to begin working with our HUD representatives, especially as we are coming to the year end. Staff at the housing authority are working together to make sure that all reports are being submitted on time and we are finishing up the quality control process for 2025, so that we can begin again in 2026!

Lloyd is still busy trying to complete all the work orders and we are still preparing for the HUD inspection so that we will be ready by the time we are notified of the NSPIRE inspection being scheduled. Our goal with the currently open units has been revamped and we are now hoping to complete all the current modernization units by the end of November 2025 so that we are able to flip the other open units and gain occupants. We are still searching for an additional maintenance employee, as well as an inspector for our Section 8, Public Housing and MOD Rehab units.

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

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

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

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

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

Respectfully reported,

Lauren Burnett
Executive Director
St. Charles Housing Authority

OTHER BUSINESS

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

Future Meeting Dates and Times:

Wednesday, January 28, 2026, at 8:30 am

Adjournment

As there was no additional business to come before the Board, a motion was made by Commissioner McIlroy and seconded by Commissioner Pryor to adjourn the meeting. Motion carried. The meeting was adjourned at 9:02 am.

Diane Burke, Chairman

Lauren Burnett, Secretary

MEETING MINUTES – December 11, 2025

FOUNDRY
ART CENTRE

520 North Main Center, St. Charles, MO 63301

THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

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

Call to Order & Introductions: The Tourism Commission Meeting was called to order at 4:00pm by Chairperson, Mr. Scott Tate. Commissioners present were: Mayor Dan Borgmeyer, Council Liaison, Mr. Mark Hollander, Alternate Council Liaison, Mr. Justin Foust, Ms. April Moxley, Ms. Marsha Adams, Ms. Ashley Gaddy, Ms. Lydia Crespo, Ms. Kayla Smith, and Ms. Trudy Pagano. Staff members present were: Assistant City Administrator and Interim Director, Lawrence "LP" Perney, Assistant Director, Elizabeth Phelps, Director of Sales, Joanie Ohlms, and Staff Liaison, Pamela Castellano.

1. **Approval of Minutes:** A motion was made by Ms. Lydia Crespo to approve the October 23, 2025 Meeting Minutes. The motion was seconded by Ms. Ashley Gaddy and was approved unanimously.

2. **Questions relative to reports provided in Agenda Packet:** There were no questions relative to the reports provided.
   - STR
   - Convention Center
   - CVB Financial

3. **CVB and Foundry updates:** Mr. Perney provided an update of The CVB and Foundry operations.

   Mr. Perney also provided the Sales Division update and shared highlights with the Commission.

4. **Public Comments: N/A**

5. **Announcements | Updates:**
   - Mayor: Mayor Borgmeyer announced that his plan for departmental restructuring will be presented to the Members of the City Council at the City's January 13, 2026 Work Session. Mayor added that the meeting location for this Work Session might be moved to the St. Charles Convention Center to accommodate members of the public if deemed necessary.
   - Council Liaison: Mr. Hollander expressed his gratification with the progress at the City Centre Complex and encouraged his fellow commissioners to take a regular look at the site to watch it take shape. Mr. Hollander further commented on the progression at the Riverpointe Development and in The Frenchtown Neighborhood, where, he added, businesses received a "spill-over" boost from December's Merry Makers Market at The Foundry Art Centre.

- Alternate Council Liaison: Mr. Foust updated Commissioners on some information and opportunities surrounding this year's 40th Anniversary of Saint Charles Oktoberfest. Special commemorative elements for the milestone year include the return of The Burgermeister Ball and The Maibaum Project, a Legacy Project with collaboration from The St. Charles Parks & Recreation Foundation, The St. Charles Parks & Recreation Department, Craftsmen Industries and the Saint Charles County Historical Society to bring a Maibaum Pole to Frontier Park. Additionally, as a Member of Lindenwood University's Board of Trustees, Mr. Foust is interested in increasing the availability of transportation services for students and parents, specifically from the college to the Historic District.

  A discussion was held relative to expanding St. Charles Trolley services to Lindenwood University.

- Commissioners: Ms. Marsha Adams advised that The Brewseum's December Happy Hour was held on the 10th and featured a local pop-up Christmas Market and a visit from Pere Noel. Ms. Adams thanked the CVB for the loan of the Pere Noel costume. Additionally, Ms. Adams informed the Commissioners that her term on the Commission has expired. Marsha thanked the Commissioners for their collaboration, support and commitment to the Tourism Commission.
  Ms. April Moxley confirmed the January 31 date for this year's Fete de Glace and Bowls and Brews Events, the two combined, winter competitions on North Main Street.

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

Approved: _____ January 22, 2026

LANDMARKS BOARD - MINUTES
December 15, 2025
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT
Steve Martin, Chair
Jill Ryan
Michelle Beucke
Dave Settle
John Donnelly
Tom Smith
Steve Hollander, Council Liaison

STAFF PRESENT
Taylor Moore, Preservation Planner

Absent: Christi Tennyson

On Monday, December 15, 2025, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

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

2. **The Pledge of Allegiance**

3. **Consent Agenda**

   (A) Case No. EC-2025-065 1400 North 5th Street. Dave Dietiker. The applicant is requesting permission to install two new decks off the side and rear of the dwelling [Extended Historic Preservation District, Ward 1].

   Steve Hollander made a motion to approve the consent agenda. Tom Smith seconded the motion. Seven were in favor, none were opposed (7-0), the motion passed.

4. **Removed Consent Agenda Items**

5. **Sign Permit Applications**

6. **Structure Review**

   (A) Case No. SP-2025-019 571 First Capitol Drive. Steve Hollander. The applicant is requesting permission to construct a new addition and make exterior alterations to the property [Extended Historic Preservation District, Ward 2]. ***Steve Hollander was present to answer questions from the Board. Tom Smith made a motion to approve the application. Jill Ryan seconded the motion. Six were in favor, none were opposed, one abstained (6-0-1). The motion passed.***

   (B) Case No. D-2025-021 1112 Madison Street. Harold Sinn. The applicant is requesting permission to remove an existing garage in rear the property [Extended Historic Preservation District, Ward 2]. ***Harold Sinn was present to answer questions for the Board. Tom Smith made a motion to find the structure historically significant. Steve Hollander seconded the motion. None were in favor, six were opposed, one abstained (0-6-1). The motion failed, and the structure was approved to be removed.***

(C) Case No. SP-2025-022 1112 Madison Street. Harold Sinn. The applicant is requesting permission to construct a new two-car garage in the rear of the property [Extended Historic Preservation District, Ward 2]. ***Harold Sinn was present to answer questions for the Board. Steve Hollander made a motion to approve the application. John Donnelly seconded the motion. All were in favor, none were opposed (7-0). The motion passed.***

(D) Case No. D-2025-023 2205 North 5th Street. Corey Geroski. The applicant is requesting permission to remove the existing dwelling on the property [Extended Historic Preservation District, Ward 1]. ***Corey Geroski was present to answer questions for the Board. Tom Smith made a motion to find the structure historically significant. Michelle Beucke seconded the motion. None were in favor, seven were opposed (0-7). The motion failed, and the structure was approved to be removed.***

(E) Case No. SP-2025-024 2205 North 5th Street. Corey Geroski. The applicant is requesting permission to construct a new single-family dwelling on the property [Extended Historic Preservation District, Ward 1]. ***Corey Geroski was present to answer questions for the Board. Steve Hollander made a motion to approve the application. John Donnelly seconded the motion. All were in favor, none were opposed (7-0). The motion passed.***

7. **Announcements/Reports from Officers**
   No Reports.

8. **Administrative Item**
   The Board was requested to approve Rules & Procedures. Tom Smith made a motion to adopt the Rules & Procedures as presented. Steve Hollander seconded the motion. All were in favor (7-0).

9. **Approval of November 17, 2025 regular meeting minutes**

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

10. **Adjournment**

    Steve Hollander made a motion to adjourn. Dave Settle seconded the motion. All were in favor (7-0), the meeting adjourned at 6:17pm. .

SECRETARY

1/26/26
DATE

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Engineering	**Department Contact:**	Rod Harashe/Grace Capritta
Vendor Name & NWS#:	PCX CONSTRUCTION / 19079		
Description/Purpose:	Authorization to execute Change Order #3 with PCX Construction for the Riverside Sanitary Trunkmain Project in the amount of $33,598.82, total contract not to exceed $2,968,672.70.		
Account #:	515-502-535-873107 $33,598.82		
Project #:	21PWSSS015		
Amount of this Routing:	$ 33,598.82	**Change PO #:**	TBE REAPP
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	To completion of contract	**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #** 3	**Renewal #**
Original Contract Value:	$ 1,606,693.00	**Total of Previous Amendments:**	$ 1,328,380.88
Total Contract Value:	$ 2,968,672.70		

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

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

Printed Name:	**Signature:**
Dan Mann	DocuSigned by: Dan Mann 1/28/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 1/28/2026
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 1/28/2026
Director of Finance (Funds Available)	DocuSigned by: Jessica Steffen 1/29/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 1/29/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 02/03/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): 2 **Sponsor(s):** Consent Agenda

Description:

Authorization to execute Change Order #3 with PCX Construction for the Riverside Sanitary Trunkmain Project in the amount of $33,598.82, total contract not to exceed $2,968,672.70

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

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

Summary:

Change order closing out the sanitary sewer portion of the project at Riverside Drive Boone's Lick to Hwy 70. This change order finalizes pay items to the actual field measured quantities installed. It includes additional cost associated with necessary additional bypass pumping required due to the existing sanitary sewer main leaking at the connection manhole near highway 70. It includes the the replacement of an existing gravity sewer main and manhole that serves the Ameristar Casino that was not part of the original scope but needed to be replaced because was leaking. This change also accounts for the installation of a manhole and pipe that was installed as part of development agreement.

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

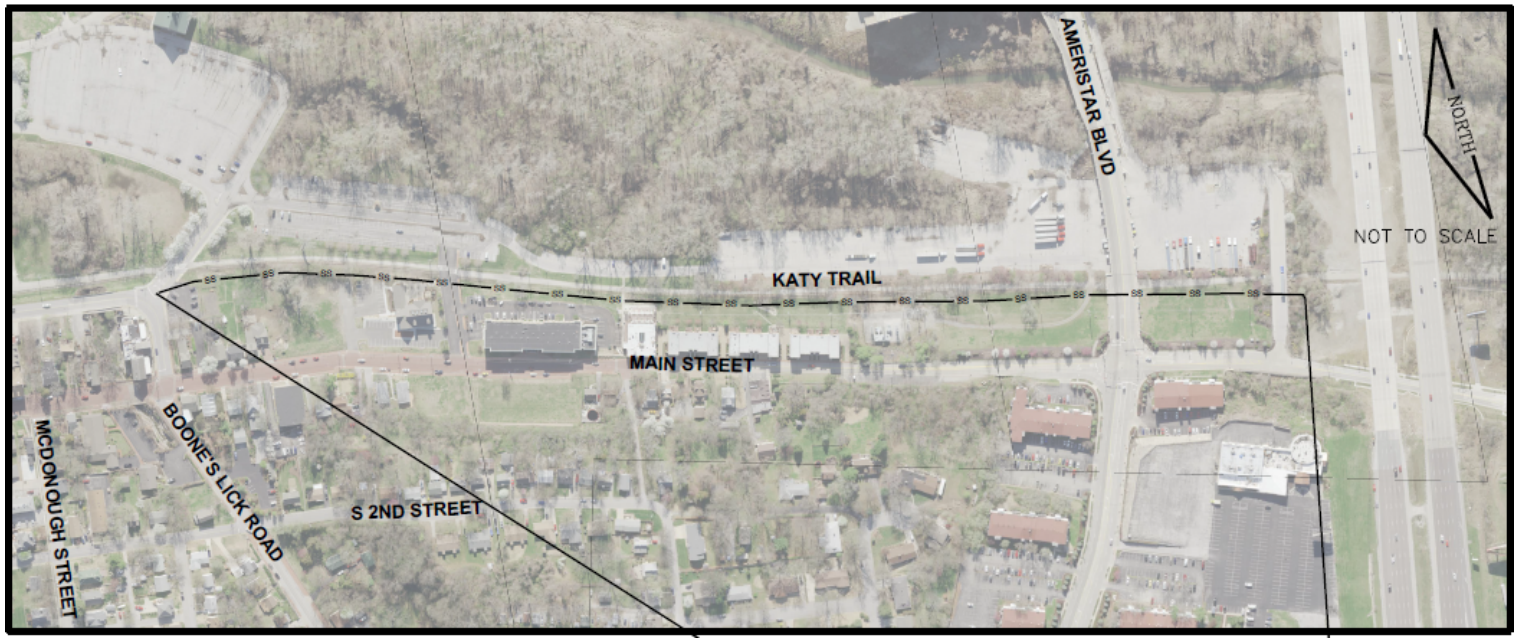
Fiscal Impact: 33,598.82 **Change PO #:** TBE REAPP

Account #: 515-502-535-873107 $33,598.82

Project #: 21PWSSS015

RCA prepared by: RH/GC Dept. Dir. DM Finance Dir. JS Dir. of Admin. LSDJ

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E



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

Riverside Sanitary Trunkmain Relief Phase 3 Project Location Map

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

CHANGE ORDER NO. 3

Riverside Sanitary Sewer Trunkmain Rehab Phase 3 Project
Contract # C24-102

Bid Number 4704

PROJECT: 21SWR15

OWNER: City of Saint Charles

CONTRACTOR: PCX Construction, LLC

On this _____ day of _____, 2026, it is hereby agreed by and between the Owner and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties, which was effective on 4/18/2024.

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

ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1 CO#3	30 " PVC PS115 Pipe Graviity Sewer, Open Cut	LF	2626	2575.72	50.28	$141.15		($7,097.02)
2 CO#3	30" PVC PS115 Pipe Bored and Jacked inside 48" Steel Casing	LF	158	150.5	7.50	$1,220.00		($9,150.00)
3 CO#3	8" PVC SDR 26 Pipe Gravity Sewer, Open Cut	LF	79	78	1.00	$441.00		($441.00)
4 CO#3	12" PVC SDR 26 Pipe Gravity Sewer, Open Cut	LF	58	54	4.00	$327.00		($1,308.00)
5 CO#3	RCP Storm Sewer, Open Cut	LF	64	56	8.00	$154.00		($1,232.00)
12 CO#3	Abandon and fill existing 24 inch sewer	CY	318	280	38.00	$120.00		($4,560.00)
15 CO#3	Install Spray on Liner on Existing Manhole	EA	6	5	1.00	$7,053.00		($7,053.00)
17 CO#3	Remove and replace unsuitable subgrade	CY	836	29.01	806.99	$65.00		($52,454.35)
17.1 CO#3	Remove and replace unsuitable subgrade-redesigned detail	CY	0	617.44	-617.44	$73.69	$45,499.07	
26 CO#3	Utility Protection and restoration	LS	1	0.64	0.36	$20,000.00		($7,286.88)
34 CO#3	Remove and Replace 12" Ameristar Sanitary Sewer pipe SDR 35 to MH 11	LS	0.00	1.00	1.00	$ 3,588.00	$ 3,588.00	
35 CO#3	Additional bypass pumping time and pumping distance due to existing sanitary sewer system leakage at MH 13	LS	0.00	1.00	1	$ 14,829.00	$ 14,829.00	
36 CO#3	Power wash and epoxy 2 New Sanitary Manholes: MH1 and MH2	LS	0.00	1.00	1	$ 6,320.00	$ 6,320.00	
37 CO#3	Supply and install fescue sod for 2 Residential yards	LS	0.00	1.00	1	$ 6,405.00	$ 6,405.00	
38 CO#3	Install concrete approach/side walk and additional asphalt pavement to improve safety of approach into parking lot at Boone's Lick	LS	0.00	1.00	1	$ 10,449.00	$ 10,449.00	
39 CO#3	Remove and Reinstall failed Ameristar Man Hole, reconnect Ameristar Sanitary sewer force mains and epoxy 2 Man Holes	LS	0.00	1.00	1	$ 8,389.00	$ 8,389.00	
40 CO#3	Sod maintenance	LS	0.00	1.00	1	$ 3,000.00	$ 3,000.00	
41 CO#3	Add Man hole per development agreement-Vacant Lot	LS	0.00	1.00	1	$ 25,702.00	$ 25,702.00	
						TOTAL	$124,181.07	($90,582.25)

ORIGINAL CONTRACT AMOUNT	$ 1,606,693.00
CHANGE ORDER #3 AMOUNT	$ 33,598.82
CHANGE ORDER PREVIOUS	$ 1,328,380.88
TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER	$ 2,968,672.70

PCX Construction, LLC
CONTRACTOR

By: _____ Jan 27, 2026
Date

ATTEST: _____
Jordan Finley 1/27/2026

City of St. Charles, Missouri
OWNER

By: Dan Borgmeyer
Mayor
Date

ATTEST:

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jessica Steffen
Director of Finance

1/29/2026
Date

Jessica Steffen

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

Change Order No. 3

County: St. Charles
Project # 15SWR21
Project: Riverside Sanitary Sewer Trunk main Replacement Phase 3
Bid Number: 4704

Description and Reason for Change

Item 1: 30 Inch PS115 Pipe Gravity Sewer, Open Cut
Location: Site
Plans called for 2626 LF. However final quantities dictated only 2575.72 LF was installed. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item 2: 30" PVC PS115 Pipe Bored and Jacked inside 48" Steel Casing
Location: Station 27+80
Plans called for 158 LF. However final quantities dictated only 150.5 LF was installed. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item 3: 8" PVC SDR 26 Pipe Gravity Sewer, Open Cut
Location: Site
Plans called for 79 LF. However final quantities dictated only 78 LF was installed. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item 4: 12" PVC SDR 26 Pipe Gravity Sewer, Open Cut
Plans called for 58 LF. However final quantities dictated only 54 LF was installed. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item 5: RCP Storm Sewer, Open Cut
Location: Site
Plans called for 64 LF. However final quantities dictated only 56 LF was installed. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item 12: Abandon and fill existing 24 inch sewer
Location: Site
Plans called for 318 CY. However final quantities dictated only 280 CY was installed. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item 15: Install Spray on Liner on Existing Manhole
Location: Site
Plans called for 6 EA. However final quantities dictated only 5 EA was installed. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item 17: Remove and replace unsuitable subgrade
Location: Site
Plans called for 836 CY. However final quantities dictated only 29 CY was installed. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item 17.1: Remove and replace unsuitable subgrade-Detail Revision
Location: Site
The subgrade replacement detail was revised to use 2-inch clean stone encapsulated in fabric. 617 CY of unsuitable subgrade was replaced with the modified subgrade detail. Price was negotiated with contractor based of material cost and unit pricing for material installed.

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Item 26: Utility Protection and restoration:

Location: Site

Plans called for 1 LS Utility protection and Restoration at 1 LS @ $20,000.00 to cover cost for temporary utility work required to construct the sanitary sewer main improvements. Price for utility protection and restoration was based on equipment, materials, personnel time to set up, protect/relocate utilities was used to determine the actual cost.

Item 34: New – Remove and Replace 12" Ameristar Sanitary Sewer pipe SDR 35 to MH 11

Location: Station 22+61

The existing 12 inch sanitary sewer main and casing pipe from a manhole located in the Ameristar parking lot (Station 22+61) failed and was leaking sewer water. A new 12 inch sanitary pipe had to be installed and connected to new MH 11. Price was negotiated with contractor based of material, equipment and time of installation to remove and replace the failed sanitary sewer main.

Item 35: New – Additional bypass pumping time and pumping distance due to existing sanitary sewer system leakage at MH 13

Location: Station 24+95 to Station 31+14 off site

In order to tie the new 30" sanitary main into existing MH13 it was anticipated a short duration bypass would be used, bypassing the sewage around MH 13 so tie in could be completed. Upon excavating around MH 13 to investigate the tie in location unexpected sewage was leaking from the existing adjacent Manhole and existing 24 inch sanitary main that made this tie unachievable without excessive risk of sewer main failure. An extended time duration for bypass pumping with an additional 380 LF of temporary 10 inch bypass piping to station 27+84 was required. This helped ensure that the existing sanitary sewer main would not collapse during the connection process. The extended by pass also required back up pumps, on call personnel and an alert system be in place if any pumping issues would arise during this timeframe. Price was determined by additional equipment, materials and a personnel time to set up and maintain the extended bypass.

Item 36: New – Power wash and epoxy 2 New Sanitary Manholes: MH 1 and MH2

Location: Station 0+00 and Station 0+89

With the 15 inch sanitary sewer main inside drop into New MH it was determined that to prolong the longevity of new MH1 and MH 2 that the inside of these structures be epoxy coated. This will help protect them from hydrogen sulfide gasses created by turbulence created from the drop. Price was determined by additional equipment, materials and a personnel time to set up and maintain the extended bypass

Item 37: Supply and install fescue sod for 2 residential yards

Location: Station 1+25 to Station 2+75 RT.

To restore the only two fenced in residential properties to their original condition as quickly as possible it was decided to place sod in lieu of seed and straw. Price was negotiated with the contractor for providing and installing the fescue sod.

Item 38: Install concrete approach/side walk and additional asphalt pavement to improve safety of approach into parking lot at Boone's Lick parking lot

Location: 0+50 RT.

To help make the parking lot and sidewalk leading from the Katey Trail to Boone's Lick more accessible and pedestrian friendly additional asphalt pavement was removed and replaced. The side walk across the asphalt approach was constructed of concrete in place of asphalt for aesthetics and better grade control. The price was negotiated with contractor for this additional work and materials.

Item 39: Remove and Reinstall failed Ameristar Man Hole, reconnect Ameristar Sanitary sewer force main and epoxy 2 additional manholes on the inside with Sika 62 epoxy.

Location: 22+60 lt.

The existing Man hole at this location was deteriorated to the point that it was near complete failure and needed to be replaced. This man hole has two force mains entering from the Ameristar Casino. The new structure at this

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location and the next new structure downstream needed to be epoxy coated to help prevent corrosion. To save time and additional material cost the replacement of this structure was coordinated with Ameristar Casino's planned electrical shut down so there would be no sewage being pumped while it was being replaced. Price was determined by additional equipment, materials and a personnel time to set up and maintain the extended bypass.

Item 40: Sod Maintenance

Location: Station 1+25 to Station 2+75 RT.

The placed sod in this location required water maintenance to get established. Price for watering was negotiated with the contractor at a l Lump sum price of $3,000.00 6 sod watering's by hydro truck with labor over a 3 week period.

Item 41: Add Man hole per development agreement-1038 S. Main

Location: STA 4+75 RT.

The City had an additional manhole installed associated with the Katey Trail Place Development Agreement. The price was determined based on material, equipment, labor and time for the installation of the new manhole structure.

CHANGE ORDER NO. 2

Riverside Sanitary Sewer Trunkmain Rehab Phase 3 Project
Contract # C24-102

Bid Number 4704

PROJECT: 21SWR15

OWNER: City of Saint Charles

CONTRACTOR: PCX Construction, LLC

On this 28 day of JULY, 2025, it is hereby agreed by and between the Owner and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties, which was effective on 4/18/2024.

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

ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY TO BE CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
WC1-CO#2	Removal of Improvements	LS	0	1	1	$7,190.00	$7,190.00	
WC2-CO#2	Clearing	ACRE	0	0.15	0.15	$243,000.00	$36,450.00	
WC3-CO#2	Surveying and Staking	LS	0	1	1	$3,780.00	$3,780.00	
WC4-CO#2	Mobilization	LS	0	1	1	$38,600.00	$38,600.00	
WC5-CO#2	Traffic Control	LS	0	1	1	$17,100.00	$17,100.00	
WC6-CO#2	As-Built Plans	LS	0	1	1	$3,150.00	$3,150.00	
WC7-CO#2	Restoration of Small Black Retaining Wall	LS	0	1	1	$12,600.00	$12,600.00	
WC8-CO#2	Remove and Reuse Mailboxes (~STA 16+00)	LS	0	1	1	$6,660.00	$6,660.00	
WC9-CO#2	Restore Bushes and Mulch (~STA 20+00 to 24+00)	LS	0	1	1	$8,810.00	$8,810.00	
WC10-CO#2	Unsuitable Material Remove and Replace (Under Pipe and Pavement)	CY	0	50	50	$369.00	$18,450.00	
WC11-CO#2	12" RJ DIP Water Main	LF	0	2275	2275	$167.00	$379,925.00	
WC12-CO#2	6" RJ DIP Water Main	LF	0	110	110	$142.00	$15,620.00	
WC13-CO#2	24" Steel Casing Pipe & 12" RJ DIP Water Main (Zumbehl - bored)	LF	0	125	125	$896.00	$112,000.00	
WC14-CO#2	24" Steel Casing Pipe & 12" RJ DIP Water Main (Creek)	LF	0	100	100	$448.00	$44,800.00	
WC15-CO#2	Rock Lining of Creek (MSD 8 w/ fabric)	LS	0	1	1	$16,400.00	$16,400.00	
WC16-CO#2	12" RSGV w/Box (MJ)	EA	0	11	11	$4,610.00	$50,710.00	
WC17-CO#2	6" RSGV w/Box (MJ)	EA	0	4	4	$1,880.00	$7,520.00	
WC18-CO#2	Fire Hydrant Assembly (include tee, gate valve, pipe, etc)	EA	0	5	5	$11,700.00	$58,500.00	
WC19-CO#2	Hot Tap existing 24 " X12" main with tapping sleeve and valve	EA	0	1	1	$21,700.00	$21,700.00	
WC20-CO#2	12" RSGV W/RJ	EA	0	8	8	$4,660.00	$37,280.00	
WC21-CO#2	12" RSGV W/RJ In Man hole per City Standard Detail	EA	0	2	2	$10,100.00	$20,200.00	
WC22-CO#2	12" MJ Sleeve W/RJ	EA	0	1	1	$900.00	$900.00	
WC23-CO#2	12" MJ 45° Bend W/RJ	EA	0	33	33	$936.00	$30,888.00	
WC24-CO#2	12"x12" MJ Tee W/RJ	EA	0	1	1	$1,300.00	$1,300.00	
WC25-CO#2	12" X 6" MJ Reducer W/RJ	EA	0	1	1	$707.00	$707.00	
WC26-CO#2	12"x6" MJ Tee W/RJ	EA	0	3	3	$959.00	$2,877.00	
WC27-CO#2	12" 11.25° Bend W/Mega lug RJ	EA	0	5	5	$811.00	$4,055.00	
WC28-CO#2	12" 22.5° Bend W/Mega lug RJ	EA	0	7	7	$1,090.00	$7,630.00	
WC29-CO#2	6" MJ 22.5° W/RJ	EA	0	3	3	$561.00	$1,683.00	
WC30-CO#2	6" RSGV W/ RJ	EA	0	4	4	$1,760.00	$7,040.00	
WC31-CO#2	6" MJ 45° Bends W/RJ	EA	0	9	9	$577.00	$5,193.00	
WC32-CO#2	6" MJ sleeve W/RJ	EA	0	1	1	$597.00	$597.00	
WC33-CO#2	6" MJ Cap W/RJ	EA	0	2	2	$492.00	$984.00	
WC34-CO#2	Reconnect Existing Water Service	EA	0	2	2	$5,380.00	$10,760.00	
WC35-CO#2	Granular Backfill under pavement	CY	0	90	90	$84.00	$7,560.00	
WC36-CO#2	Abandon 6" Water Main (Remove or Grout Fill)	LF	0	2125	2125	$8.00	$17,000.00	
WC37-CO#2	Concrete Restoration (8" Non-reinforced)	SY	0	115	115	$178.00	$20,470.00	

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WC38-CO#2	Asphalt Restoration (10" at Lowe's, 6" elsewhere)	SY	0	355	355	$111.00	$39,405.00	
WC39-CO#2	Type 5 Base Rock (4" thick)	SY	0	470	470	$19.00	$8,930.00	
WC40-CO#2	Hydro Testing	LS	0	1	1	$20,200.00	$20,200.00	
WC41-CO#2	Bypass Pumping at STA 18+00	LS	0	1	1	$27,300.00	$27,300.00	
WC42-CO#2	Utility Spoil Haul Off	LS	0	1	1	$25,200.00	$25,200.00	
WC43-CO#2	Silt Fence	LF	0	2026	2026	$7.00	$14,182.00	
WC44-CO#2	Rock Check Dam Creek Crossing	LS	0	1	1	$5,590.00	$5,590.00	
WC45-CO#2	SWPPP Compliance	LS	0	1	1	$3,780.00	$3,780.00	
WC46-CO#2	Seeding and Straw Blanket	SY	0	3000	3000	$5.00	$15,000.00	
WC47-CO#2	Add Calander Days for Additional work-Start Date from contract NTP 5/13/2024: New Completion Date December 31, 2025	DAYS	360	232	232	592	NA	
						TOTAL	$1,196,676.00	

ORIGINAL CONTRACT AMOUNT	$ 1,606,693.00
CHANGE ORDER # 2 AMOUNT	$ 1,196,676.00
CHANGE ORDER PREVIOUS	$ 131,704.88
TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER	$ 2,935,073.88

PCX Construction, LLC
CONTRACTOR

By: JORDAN FINCHEY 6/24/25
Date

City of St. Charles, Missouri
OWNER

DocuSigned by:
Daniel J. Borgmeyer 7/24/2025
8DF96EB7A1BD439...
By: Dan Borgmeyer Date
Mayor

ATTEST:

By: TOM VOEGTLI 6-24-25
Date

ATTEST:

DocuSigned by:
Kimberly Hudson 7/28/2025
70E399BA7AAF426...
By: Date
City Clerk
Kimberly Hudson

DS

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 7/7/2025
C8FB3E9A49BE40D...
Director of Finance Date
Jennifer O'Connor

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

CHANGE ORDER NO. 1

Riverside Sanitary Sewer Trunkmain Rehab Phase 3 Project
Contract # C24-102

Bid Number 4704

PROJECT: 21SWR15

OWNER: City of Saint Charles

CONTRACTOR: PCX Construction, LLC

On this 3 day of MARCH, 2025, it is hereby agreed by and between the Owner and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties, which was effective on 4/18/2024.

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

ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
29 CO#1	Pump Enclosure with Straw Bales	EA	0.00	2.00	2.00	$ 2,110.00	$ 4,220.00	$ -
30 CO#1	6 ft temp fence with green screening	LF	0.00	70.00	70	$ 16.90	$ 1,183.00	$ -
31 CO#1	Sanitary Sewer Manhole emergency repair	LS	0.00	1.00	1	$107,852.00	$ 107,852.00	$ -
32 CO#1	15" PVC SDR 26 Pipe gravity sewer, Open Cut	LF	0.00	15.00	15	$ 384.00	$ 5,760.00	$ -
33 CO#1	Supply materials, labor and equipment to install sanitary sewer check valves	EA	0.00	4.00	4	$ 3,172.47	$ 12,689.88	$ -
						TOTAL	$ 131,704.88	$ -

ORIGINAL CONTRACT AMOUNT $ 1,606,693.00
CHANGE ORDER # AMOUNT $ 131,704.88

TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER $ 1,738,397.88

PCX Construction, LLC
CONTRACTOR

DocuSigned by: Matthew Clark 2/26/2025
DDAE3627FDFE4CB...
By: Matthew Clark Date

Signed by: Tonya Riegerix 2/26/2025
99984CA3EE6B4E5...
By: Tonya Riegerix Date

ATTEST:

Signed by: Tonya Riegerix 2/26/2025
99984CA3EE6B4E5...
By: Tonya Riegerix Date

City of St. Charles, Missouri
OWNER

DocuSigned by: Daniel J. Borgmeyer 2/28/2025
8D96AFB1445D439...
By: Dan Borgmeyer Date
Mayor

ATTEST:

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

DS

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by: Jennifer O'Connor 2/27/2025
C5FB3E8A40BE4D0...
Director of Finance Date

Jennifer O'Connor

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

BIDDING AND CONTRACT DOCUMENTS

Riverside Sanitary Trunkmain Relief – Phase 3
Bid No. 4704

Department of Engineering

For

City of Saint Charles
Department of Engineering
200 North Second Street
St. Charles, Missouri 63301

February 1, 2024

STATE OF MISSOURI
HEATHER GIPP
NUMBER PE-2019007045
PROFESSIONAL ENGINEER

Heather Gipp
2/1/2024

Prepared by:

Crawford, Murphy & Tilly, Inc.

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Department of Public Works
Engineering Division

March 22, 2024

ADDENDUM #1
Riverside Sanitary Trunkmain Relief – Phase 3
21SWR15
BID 4704

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Riverside Sanitary Trunkmain Relief – Phase 3 Project Bid Documents. The purpose of the addendum is to acknowledge receipt of plan revisions and memorandum regarding Contractors Request for Information. The revised bid information is as follows:

1. **Enclosed is the City Memorandum regarding Contractor's Request for Information**

2. **Enclosed is a copy of the geotechnical report completed by Reitz & Jens.**

3. **Enclosed is a revision to the Job Special Provisions. Revisions were made as follows:**

    a. JSP Table of Contents – JSP FF Title changed to "*Seeding, Fertilization, and Straw Blanket*"
    b. JSP H, Section 1.2, Table M-1.2: Item 16 Description changed to "*Seeding, Fertilization, and Straw Blanket*"
    c. JSP Z, Section 9.3.1 and 9.4.1: Changed "MSD Type 5 Aggregate" to "MoDOT Type 5 Aggregate"
    d. JSP FF: Title and Basis of Pay changed to "*Seeding, Fertilization, and Straw Blanket*"
    e. Added *JSP MM – Relocate 60' Steel Pedestrian Bridge*

4. **Enclosed is a revision to Plan Sheet C-108. Revisions were made as follows:**

    a. Sewer Connection F Profile: Added clarification that the 12" Existing Sewer (UIP) is to be connected to MH 11.

5. **Enclosed is a revision to the Bid Form. Revisions were made as follows:**

    a. Pay Item #16: Description changed to "*Seeding, Fertilization, and Straw Blanket*"
    b. Added Pay Item #28: *Relocate 60' Steel Pedestrian Bridge* to Bid Form

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CITY OF SAINT CHARLES EST 1809 MISSOURI

Department of Public Works

Engineering Division

Please adjust your bid accordingly.

3-22-2024

CONTRACTOR'S SIGNATURE **DATE**

BRIAN TRUDT

Printed Name

PLATTIN CREEK EXCAVATION, LLC DBA PCX CONSTRUCTION, LLC

Company Name

****

A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT

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

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Department of Public Works
Engineering Division

March 27, 2024

ADDENDUM #2
Riverside Sanitary Trunkmain Relief – Phase 3
21SWR15
BID 4704

ATTENTION ALL PLAN HOLDERS:

The City of St. Charles is issuing this Addendum to the Riverside Sanitary Trunkmain Relief – Phase 3 Project Bid Documents. The purpose of the addendum is to acknowledge receipt of plan revisions and memorandum regarding Contractors Request for Information. The revised bid information is as follows:

1. **Enclosed is an additional City Memorandum regarding Contractor's Request for Information to include more information about Pay Item #28 - Relocate 60' Steel Pedestrian Bridge**

2. **Enclosed is a copy of the pedestrian bridge plan sheet for reference.**

Please adjust your bid accordingly.

3/27/2024
CONTRACTOR'S SIGNATURE **DATE**

BRIAN TRUDT
Printed Name

PLATTIN CREEK EXCAVATING, LLC DBA PCX CONSTRUCTION, LLC
Company Name

****

A COPY OF THIS NOTICE SHALL BE STAPLED TO THE BID PROPOSAL AND MUST BE SIGNED ACKNOWLEDGING RECEIPT

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Plattin Creek Excavating, LLC
555 E. Outer 21 Road
Arnold, MO 63010

SURETY:
(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:
(Name, legal status and address)
City of Saint Charles Department of Engineering
200 North Second Street
St. Charles, MO 63301

BOND AMOUNT: $ Five percent (5%) of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Riverside Sanitary Trunkmain Relief - Phase 3 Bid no. 4704

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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Signed and sealed this 28th day of March , 2024

(Witness)

(Principal) (Seal)

MATTHEW R. CLARK, PRESIDENT
(Title)

(Surety)

(Witness) Secretary

David S. Salavitch, Attorney in Fact
(Title)

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Init.

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User Notes: (877099080)

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WEST BEND
A MUTUAL INSURANCE COMPANY

THE SILVER LINING®

Bond No. n/a

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert Cox, Rodney Demaree, Kathryn E Johnson, Joshua Roberts, Luke P Sealer, David S Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Twenty Million Dollars and Zero Cents $20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WI

Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 28th day of March, 2024.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WI

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

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E-Verify

Company ID Number: 187907

Approved by:

Employer PLATTIN CREEK EXCAVATING, LLC	
Name (Please Type or Print) Matt Clark	Title President
Signature	Date 02/05/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/05/2009

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

E-Verify

Company ID Number: 187907

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	PLATTIN CREEK EXCAVATING, LLC
Company Facility Address	555 EAST OUTER 21 ROAD ARNOLD, MO 63010
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	431913037
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

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ADVERTISEMENT FOR BID
RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 3
BID NO. 4704

Notice is provided that the City of Saint Charles, Missouri (hereinafter, the "City") will accept competitive sealed bids at St. Charles City Hall, Department of Engineering Office, Room 202, 200 North Second Street, St. Charles, Missouri 63301 until **2:00 p.m.** local time, on **March 28, 2024** at which time all bids for the **Riverside Sanitary Trunkmain Relief – Phase 3** (hereinafter, the "Project") will be publicly opened and read.

The Project work shall include the following description of the work:
The project consists of installation of approximately 2,784 lineal feet of 30" PVC gravity sewer via open cut and bore-and-jack methods. The work also includes approximately 79 lineal feet of 8" PVC gravity sewer, 57 lineal feet of 12" PVC gravity sewer, 64 lineal feet of 15" PVC storm sewer, 2 new storm inlets, and 12 new sanitary manholes. Additional work required includes abandonment of existing sewer, manhole rehabilitation, bypass pumping, all excavation, backfill and compaction, shoring, dewatering, traffic control, erosion control, and mobilization.

The bid shall be made on the bid form provided in the bid specifications and shall be delivered in a sealed envelope plainly marked on the outside with **Bid No. 4704** and the name of the Project to the Department of Engineering Office on or before the date and time specified above. No facsimile bids shall be accepted.

The bid shall be accompanied by a bid deposit (guaranty) for the amount equal to **five percent (5%) of the total bid amount**. The bid deposit may be in the form of a bid bond issued by an insurance company authorized to do business in the state of Missouri and with a financial strength rating of A with a financial size category of IX or better by A. M. Best, a certified check or a cashier's check drawn on a bank located in St. Charles County, the City of Saint Charles, St. Louis County, or the City of St. Louis. The bid deposit shall be forfeited to the City if the bidder does not execute a contract for the Project and provide all bonds, insurance requirements and other required documents by the date stated in the bid award.

The City reserves the right to require the bidders to provide proof of the ability to properly

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finance and execute the Project together with a record of successful completion of similar projects. The City reserves the right to reject any and all bids or to advertise for new bids. The City reserves the right to defer the acceptance of any bid and the execution of a contract for up to one hundred twenty (120) days after the date of bid opening. The successful bidder shall execute the Project contract and deliver all bonds and other required documents by the date stated in the bid award.

The successful bidder shall furnish a performance and payment bond for one hundred (100%) percent of the contract amount and shall provide certificates of insurance and insurance policy endorsements for workers' compensation, commercial general liability, auto liability, property damage and other policies of insurance as stated in the bid specifications and in the amounts stated therein for the therein stated policy periods. **An additional separate guarantee performance bond in the amount of 10% of the contract amount shall be delivered at time of contract execution to guarantee satisfactory performance of the work completed for a period of two (2) years after the date of acceptance of the work.**

Project work shall commence work within seven (7) calendar days after the date of written notice from the City to start work and shall complete all work within **360** calendar days after the expiration date of the seven (7) day period.

The City of Saint Charles is an equal opportunity employer and does not discriminate because of age, ancestry, color, disability, familial status, religion or sex.

Plans and specifications are available at http://planroom.drexeltech.com. Plans and specifications can be downloaded or ordered for the fee listed online. The City shall not provide any plan sets directly to the selected bidders / contractors for the project. Additional plan sets may be purchased through Drexel Technologies.

Questions regarding the plans and specifications must be submitted in writing to the **City of Saint Charles Department of Engineering.** All questions will be received until **3:00 p.m. local time on March 22, 2024** at which time no additional question will be addressed.

City of Saint Charles, Missouri

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CITY OF SAINT CHARLES, MISSOURI
INVITATION FOR BID ("IFB")
FOR
RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 3
BID NO. 4704

SECTION A: INFORMATION FOR BIDDERS ("IFB")

1. BID SUBMITTAL.

A. The City of Saint Charles, Missouri (hereinafter, the "City") will accept competitive sealed bids at St. Charles City Hall, Department of Engineering Office, Room 202, 200 North Second Street, St. Charles, Missouri 63301 until **2:00 p.m. local time, on March 28, 2024** at which time all bids for the **Riverside Sanitary Trunkmain Relief – Phase 3** (hereinafter, the "Project") will be publicly opened and read.

B. The bid shall be made on the bid form provided in the bid specifications and shall be delivered in a sealed envelope plainly marked on the outside with **Bid No. 4704** and the name of the Project to the Department of Engineering Office on or before the date and time specified above. No facsimile bids shall be accepted. Bids received after the date and time set forth above will be considered **LATE BIDS and WILL NOT BE OPENED.**

2. PROJECT.

The work done under this contract consists of furnishing all necessary labor, material, and equipment to **installation of approximately 2,784 lineal feet of 30" PVC gravity sewer via open cut and bore-and-jack methods. The work also includes approximately 79 lineal feet of 8" PVC gravity sewer, 57 lineal feet of 12" PVC gravity sewer, 64 lineal feet of 15" PVC storm sewer, 2 new storm inlets, and 12 new sanitary manholes. Additional work required includes abandonment of existing sewer, manhole rehabilitation, bypass pumping, all excavation, backfill and compaction, shoring, dewatering, traffic control, erosion control, and mobilization** and all incidental items necessary to complete the work shown on the plans described herein.

3. PRE-BID CONFERENCE AND SITE VISIT.

A Pre-Bid Conference and site visit will not be conducted for this Project.

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4. BID DEPOSIT (GUARANTY).

A. The bid shall be accompanied by a Bid Deposit (Guaranty) in the amount of five percent (5%) of the total amount of the bid and payable to the City of Saint Charles, Missouri. The Bid Deposit shall be enclosed in the envelope containing the bid.

B. The Bid Deposit may be in the form of a bid bond issued by an insurance company authorized to do business in the state of Missouri and with a financial strength rating of A with a financial size category of IX or better by A. M. Best, a certified check or a cashier's check drawn on a bank with a branch located in the state of Missouri and preferably in St. Louis metropolitan area. If a bid bond is submitted as the Bid Deposit, it shall be signed by a resident agent of the surety company who is licensed as a surety broker in the state of Missouri. A bid bond not meeting these requirements may be declared non-responsive and be cause for the City to reject the bid.

C. The Bid Deposit shall be forfeited to the City if the bidder does not execute a contract for the Project and provide all bonds, insurance requirements and other required documents by the date stated in the Invitation for Bids.

5. RETURN OF BID DEPOSIT.

The Bid Deposit of all bidders will be returned when the Project contract is executed and all bonds, insurance requirements and other required documents are furnished or when all bids are rejected.

6. FORM OF BID.

A. All bids must be made on the bid form provided. Bids must be completed in blue or black ink or typewritten. All blanks on the bid form must be completed in clear legible print and free from alteration either by erasure or interlineation. Incomplete, illegible, altered or erased bids may be rejected in the City's sole absolute discretion.

B. All prices shall be written in words and also in numerals. In case of a discrepancy between a price written in words and a price written in numerals, the price written in words shall be used. Prices shall be written in blue or black ink or typewritten.

C. Bid forms must be signed in ink by the person authorized to sign the bid. The exact and complete bidder name, address, telephone number and email address shall be printed on the bid form along with the full name and title of the person signing the bid form on behalf of the bidder. If a bid is submitted by an entity other than a natural person, the bid shall include the

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REQUIRED SUBMITTALS LIST

By Contractor.

A. With Bid:

1.	Bid Proposal (P-1 to P-12)	Submitted: ✓
2.	Itemized Bid Form	Submitted: ✓
3.	List of Resources and References	Submitted: ✓
4.	List of Proposed Subcontractors and Suppliers (General Conditions 2.3.19)	Submitted: ✓
5.	Certificate of Non-Segregation	Submitted: ✓
6.	Anti-Collusion Affidavit	Submitted: ✓
7.	Subcontractor Certificate of Compliance with Affirmative Action and Equal Opportunity	Submitted: ✓
8.	Immigration Compliance Affidavit and Documentation (IC-1 to IC-3)	Submitted: ✓
9.	Electronic Signature Page from E-Verify Employer MOU (IC-1 to IC-3)	Submitted: ✓
10.	Bid Deposit (IB-1 to IB-2)	Submitted: ✓
11.	Certificate of Good Standing	Submitted: ✓
12.	Signed Contract (CA-1 to CA-19)	Submitted: ✓
13.	Proof of Lawful Presence Form	Submitted: ✓

B. Prior to Start of Construction:

1.	Performance and Payment Bond (IB-9, CA-7, PB-1 to PB-3 and General Conditions 2.7.05)	Submitted: _____
2.	Guarantee Performance Bond (IB-9, CA-7, GPB-1 to GPB-3, and General Conditions 2.7.05)	Submitted: _____
3.	Certificates of Insurance and Endorsements (IB-8, CA-7 to CA-11, and General Conditions Section 2.7)	Submitted: _____
4.	Detailed Work Schedule (IB-11 and General Conditions Section 2.5)	Submitted: _____
5.	List of Desired Substitutions: Materials and Equipment (General Conditions 2.2.13 and 2.2.14)	Submitted: _____

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NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING R.S.MO. SECTIONS 285.525 THROUGH 285.550, E-VERIFY

Pursuant to Missouri Revised Statute (R.S.Mo.) 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, Missouri) 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. See, R.S.Mo. Section 285.530 (2).

"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 R.S.Mo. section 288.034. See, R.S.Mo. Sec. 285.525.

The City of Saint Charles, Missouri, in order to comply with R.S.Mo., Sections 285.525 through 285.550, has instituted the following procedure:

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Required Affidavit for Contracts Over $5,000: Business entities desiring to contract with the City for the provision of services shall comply with the provisions of R.S.Mo., Sections 285.525 through 285.550. Contract award is contingent upon Company providing an acceptable notarized affidavit stating that the Company:

1. 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. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached.

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 R.S.MO. SECTION 285.500 et seq.

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

STATE OF Missouri)

)ss

COUNTY OF Jefferson)

Before me, the undersigned Notary Public, Matt Clark personally appeared who is President (Title) of Plattin Creek Excavating, LLC dba PCX Construction, LLC (Company Name), and after being sworn did depose and say:

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

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

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

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

Signature (Person with Authority)	Matt Clark Printed Name
President Title	3-28-2024 Date

Subscribed and sworn to before me this 28 day of March 2024

My commission expires:

Tonya L. Riegerix
Signature of Notary Date

TONYA L RIEGERIX
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
MISSOURI COUNTY
COMMISSION # 23488279
MY COMMISSION EXPIRES: 09/19/2027

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PROPOSAL FOR RIVERSIDE SANITARY TRUNKMAIN RELIEF – PHASE 3

PROJECT NO. 21SWR15

BID NO. 4704

A. The undersigned bidder agrees, if this bid is accepted by the City and the bidder is awarded the contract for the Project, to enter into a contract with the City in the form included in the bid documents, provide all necessary bonds and types of insurance, and to perform all work as specified or indicated in the bid documents for the prices and within the times indicated in the bid and in accordance with the other terms and conditions of the bidding documents.

B. Written communication may be sent to bidder at the following address:
555 E.Outer 21 Rd. Arnold, MO 63010

C. Bidder accepts all of the terms and conditions stated in the Information for Bidders. This bid shall remain open for a period of 120 days after the date bids are opened, or for such longer period of time as the bidder and City may agree.

D. Bid deposit in the amount of sixteen thousand eight hundred twenty eight Dollars ($16,828.00) accompanies this bid. Bidder acknowledges and agrees that the bid deposit shall be forfeited to the City if the bidder is awarded the contract for the Project and does not execute the contract and provide all bonds, insurance requirements and other required documents by the date stated in the bid award.

E. By submitting this bid, bidder represents and warrants that:

1. Bidder has closely examined and carefully studied the Information for Bidders, Bidding Documents, Project contract and all other related data and documents identified in the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

No.	Addendum 1	Dated	3-22-2024
No.	Addendum 2	Dated	3-27-2024
No.		Dated	

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2. Bidder has visited the location where the Project work is to be performed and has become familiar with, is knowledgeable of and is satisfied with the site conditions both surface and subsurface that may affect cost, progress, and performance of Project work.

3. Bidder is familiar with and is satisfied as to all federal, state, and local laws, policies and regulations that may affect cost, progress, and performance of Project work.

4. Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Project site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the bidding documents to be employed by bidder, and safety precautions and programs incident thereto.

5. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid or performance of the Project work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bidding documents.

6. Bidder has provided City or its engineer written notice of all conflicts, errors, ambiguities, or discrepancies that bidder has discovered in the bidding documents, and the written resolution thereof by City or its engineer is acceptable to bidder.

7. The bidding documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Project work for which this bid is submitted.

8. Bidder states that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person or entity to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or the City. Moreover, bidder has completed and submitted with its bid the Anti-Collusion Affidavit.

9. Bidder, if awarded the contract, upon written notice from the City shall begin work and shall fully complete all work as set forth in the project specifications, the rate of progress and the time of completion being essential conditions of the contract.

10. All estimated quantities stipulated in the bid form are approximate and are to be

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used only (a) as a basis for estimating the value of the Project work for making partial payments, (b) for computing the cost of change orders and (c) for the purpose of comparing bids.

11. Bidder will complete the Project work for the following unit prices; that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and that final payment for all unit price bid items will be based on actual quantities provided at the unit prices submitted, as determined in the contract.

Bidder Name (exact and complete name of bidder):
Plattin Creek Excavating, LLC dba PCX Construction, LLC

Bidder Address: 555 E.Outer 21 Rd. Arnold, MO 63010

Telephone Number: 636-287-1848

Facsimile: _____

Signature of Person Authorized to Sign Bid: _____

Printed Full Name of Person Authorized to Sign Bid: Matt Clark

Title of Person Authorized to Sign Bid: President

Date: 3-28-2024

Corporate Attest (if applicable): _____

Secretary

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BASE BID SCHEDULE

The following prices shall be used to determine the amount of payment to the Contractor for actual work completed. Quantities are not guaranteed. Final payment will be based on actual quantities.

Item No.	Unit Cost Item Description	Units	Quantity	Unit Price	Subtotal
1	30" PVC PS115 Pipe Gravity Sewer, Open Cut	L.F.	2626	$ 273.00	$ 716,898.00
2	30" PVC PS115 Pipe Bored and Jacked inside 48" Steel Casing	L.F.	158	$ 1,220.00	$ 192,760.00
3	8" PVC SDR 26 Pipe Gravity Sewer, Open Cut	L.F.	79	$ 441.00	$ 34,839.00
4	12" PVC SDR 26 Pipe Gravity Sewer, Open Cut	L.F.	58	$ 327.00	$ 18,966.00
5	15" RCP Storm Sewer, Open Cut	L.F.	64	$ 154.00	$ 9,856.00
6	Precast Concrete Manhole 6' Deep, 6' Diameter with Bolted Frame	Each	8	$ 11,300.00	$ 90,400.00
7	Precast Concrete Manhole 6' Deep, 6' Diameter with Bolted Frame and Inside Drop	Each	4	$ 12,800.00	$ 51,200.00
8	Single Curb Inlet, Untrapped	Each	2	$ 4,530.00	$ 9,060.00
9	Flared End Section	Each	2	$1,740.00	$ 3,480.00
10	Additional Foot of Manhole, 6' Diameter	V.L.F.	97	$ 79.00	$ 7,663.00
11	Remove Existing Manhole	Each	1	$ 1,560.00	$ 1,560.00
12	Abandon and Fill Existing 24" Sewer	Cu. Yd.	318	$ 120.00	$ 38,160.00
13	Abandon Existing Manhole	Each	6	$ 2,310.00	$ 13,860.00
14	Install 6" Wye Connection	Each	6	$ 2,630.00	$ 15,780.00
15	Install Spray-On Liner on Existing Manhole	Each	6	$ 7,053.00	$ 42,318.00
16	Seeding, Fertilization and Straw Blanket	AC	1.3	$ 14,000.00	$ 18,200.00
17	Remove and Replace Unsuitable Subgrade	Cu. Yd.	836	$ 65.00	$ 54,340.00
18	Select Granular Backfill	Cu. Yd.	289	$ 45.00	$ 13,005.00
19	Bypass Pumping	L.S.	1	$ 30,436.00	$ 30,436.00
20	Clearing and Grubbing	L.S.	1	$ 20,100.00	$ 20,100.00
21	Traffic Control	L.S.	1	$ 3,960.00	$ 3,960.00
22	Erosion Control	L.S.	1	$ 12,350.00	$ 12,350.00
23	Mobilization	L.S.	1	$ 48,242.00	$ 48,242.00
24	Protection and Restoration	L.S.	1	$ 58,300.00	$ 58,300.00
25	Removal of Improvements	L.S.	1	$ 69,900.00	$ 69,900.00
26	Utility Protection and Relocation	Each	20,000	$1	$20,000

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27	As-Built Drawings	L.S.	1	$ 6,000.00	$ 6,000.00
28	Relocate 60' Steel Pedestrian Bridge	L.S.	1	$ 5,060.00	$ 5,060.00
TOTAL	$ 1,606,693.00				

TOTAL BASE BID AMOUNT: 1,606,693.00

One million six hundred six thousand six hundred nintey three **DOLLARS ($)** 1,606,693.00

LIST OF RESOURCES AND REFERENCES

1. Name of proposed on-site Superintendent: Justin Carrow or Bob Lubker

2. List of equipment to be used to perform work which shall be readily available or on an as needed basis:

Type	Year	Make & Model	Rented or Owned
Track Hoe	2015	Cat 336	Owned
963 highlift	2018	963 Cat	Owned
Wheel loader	2019	908 Cat	Owned
Compactor	2010	Bomag	Owned
Skidloader	2020	289 Cat	Owned
Labor roller	2009	Bomag	Owned

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List references for similar project work performed in previous 2 years:

Refer to back

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Plattin Creek Excavating, LLC dba PCX Construction, LLC

555 E. Outer 21 Road, Arnold, MO 63010
Fax: (636) 287-1005
Phone: 636-287-1848

Project References:

City Of Arnold
Contact: Judy Wagner jwagner@arnoldmo.org
Phone: (636-282-6650
Projects: Christ & June Stormwater Improvement And
Ellen Drive Stormwater Project

St Charles County
Contact: Chris Atkinson Assistant Director of Parks Recreation
chris.atkinson@stcharlesparks.com
Contact: Peter VanLinn Superintendent of Parks Peter.VanLinn@stcharlesparks.com
Phone: 636-949-3372
Project: Frontier Park & Brae Stormwater

City Of Creve Coeur
Contact: James H. Heines, Director of Public Works
Phone:
Project: Millennium Park Detention basin outfall

Jefferson County Public Works
Contact: J.R. Hamilton jhamilton@jeffcomo.org
Phone: (636-797-6126)
Project: Seckman Road Through Mastodon State Park Improvements

City Of Creve Coeur
Contact: Dione Garson, P.E
Phone: 314-274-2107 dgarson@crevecoeurmo.gov
Project: Hibler Road Drainage Improvements

MSD
Contact: Mark Dietiker
Phone: 314-768-6380 mdietiker@stlmsd.com
Project: Outer Ladue And Chipper Storm Sewer

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LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The names and addresses of the subcontractors, suppliers and materialmen proposed for Project work and the type of work to be performed or material to be supplied:

Aarrow Boring - Jack And Bore including supplying the casing

Rain For Rent - Bypass Pumping

Revelle - Grout filling existing piping

Joerling Trucking - hauling off unwanted soil.

Core&Main - Piping Materials

County Materails - Structures and 15" RCP including the FES

United rentals - Shoring and testing equipment

(All remaining work will be performed by the bidder utilizing bidder's employees.)

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CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

Bidder name: Plattin Creek Excavating, LLC dba PCX Construction, LLC

Signature of authorized representative: 

Printed name of authorized representative: Matt Clark

Date: 3-28-2024

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ANTI-COLLUSION AFFIDAVIT

STATE OF MISSOURI)
) SS
COUNTY OF Jefferson,)

I Matt Clark, state that I am the President (sole owner, president, manager, member) of Plattin Creek Excavating, LLC dba PCX Construction, LLC the entity making the foregoing bid and state under penalty of perjury that:

1. this bid is not made in the interest of or on behalf of any undisclosed person or other entity;

2. this bid is genuine and not in collusion with any other person or entity and is not a sham;

3. this bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;

4. this bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or any other person or entity to submit a sham bid;

5. this bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or any other person or entity to not submit a bid;

6. this bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any other person or entity to fix the bid price of this bidder or of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Saint Charles, Missouri or any person or entity interested in the Project contract;

7. all statements contained in this bid are true; and

8. this bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any person or entity.

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Bidder name: Plattin Creek Excavating, LLC dba PCX Construction, LLC

Signature of authorized representative: 

Printed name of authorized representative: Matt Clark

Date: 3-28-2024

(Corporate acknowledgement)

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, _____, a Notary Public in and for said state, personally appeared _____, (name of officer) _____ (title of person) _____ (name of corporation), known to me to be the person who executed this Anti-collusion Affidavit in behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Charles and State of Missouri, the day and year first above written.

_____
Notary

My Commission Expires:

(Limited Liability Company acknowledgement)

STATE OF MISSOURI)
) ss
COUNTY OF Missouri)

On this 28th day of March, 20 24, before me, Tonya L. Riegerip, a Notary Public in and for said state, personally appeared Matt Clark, (name of member or manager) President (title) Plattin Creek Excavating, LLC dba PCX Construction, LLC (name of limited liability company), known to me to be the person who executed this Anti-collusion Affidavit in

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behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Charles and State of Missouri, the day and year first above written.

Tonya L. Riegerix
Notary

My Commission Expires: 09/19/2027

TONYA L RIEGERIX
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
MISSOURI COUNTY
COMMISSION # 23488279
MY COMMISSION EXPIRES: 09/19/2027

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SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Certification regarding Affirmative Action and Equal Opportunity: The bidder and each subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.

2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and Executive Order No. 11246.

3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

_____

_____

_____

NOTE: This certification applies to and must be executed by each bidder or proposed subcontractor if the proposed contract or subcontract on this Project will equal or exceed $10,000 or that the bidder or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000. See, 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the successful bidder to insure that each of its subcontractors, which meet this criterion, executes and submits this certification.

Company: Plattin Creek Excavating, LLC dba PCX Construction, LLC

By: Matt Clark Date: 3-28-2024

Title: President

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SECTION B: SHORT FORM OF CONTRACT

The awarded bidder will be expected to enter into a contract with the City by executing the attached Short Form of Contract (hereinafter, the "Contract").

This Contract contains terms and conditions which the bidder agrees to by submission of its bid.

Contract Execution Protocol:

1. The exact legal name of the company submitting the bid must be inserted in the Contract.
2. **Do NOT insert an effective date in the Contract.**
3. The Bid amount must be inserted in the Contract.
4. The Contract must be signed by the person authorized by the bidder to sign the contract and the name legibly printed below the signature.

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IS LEFT BLANK INTENTIONALLY

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CONTRACT

This CONTRACT (hereinafter, the "Contract") is between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the "City"), and Plattin Creek Excavating, LLC dba PCX Construction, LLC, a **[corporation or limited liability company]** organized in the State of Missouri and in good standing (hereinafter, the "Contractor") for the **[Insert the exact name of the Project]** (hereinafter, the "Project"). The City and Contractor may be referred to collectively as the "Parties." The effective date of this **Contract is** C24-102.

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

ARTICLE 1. Contract Documents

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

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

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a. Work Order issued by the City

b. Written amendment to the Contract signed by both parties

c. Change Order

12. Copies of all certificates of insurance and/or endorsements and permits required under the Contract

13. Notice to Proceed, which may be delivered or issued on or after the Effective Date of this Contract and may not be attached hereto

14. Federal Work Authorization (e-verify), Proof of Lawful Presence, Missouri Prevailing Wage Law; OSHA Construction Safety Program; and Nonresident Employers – Bonding Requirements

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

ARTICLE 2. Scope of Work

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

ARTICLE 3. Term of Contract

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

B. All times for Project Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence in this Contract. **The Contractor shall meet the following Project Milestones**:

1. **All proposed work besides final restoration**

C. The work will be substantially completed **within 330 calendar days** after the date when the Contract Times commence to run as provided in **Paragraph 2.5.02 of the General Conditions**, and completed and ready for final payment **within 360 calendar days** after the date when the Contract Times commence to run.

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D. If the Contractor fails to substantially or finally complete the work or achieve any Milestone by the date specified in the Contract Documents, or an extended completion date which is mutually agreed upon by the Contractor and the City, the Contractor shall pay to the City not as a penalty but as liquidated damages the sum of **$1,225.00** per day for each and every calendar day beyond the date on which completion was required. This amount is fixed and agreed upon by and between the City and the Contractor to be the amount of damages which the City would sustain, and is based upon the parties' reasonable estimate of actual damages likely to result from the Contractor's breach hereunder. The City's right to assess liquidated damages shall not preclude the City from the exercise of any other rights to recover damages on account of the Contractor's failure to achieve substantial and final completion within the time required.

ARTICLE 4. The Contract Sum

The Contractor agrees to provide to the City items at the specific price points listed in the Contractor's bid submission, for the duration of this Contract. The City makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this Contract. **The total value of the goods and services will not exceed the sum of** ONE MILLION SIX HUNDRED SIX THOUSAND SIX HUNDRED NINETY THREE **($**1,606,693.01**)** without the issuance of a change order agreed to in writing and signed by the City and Contractor.

ARTICLE 5. Payment

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

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

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

3. It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified

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copy of their and each of their subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

4. The City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

ARTICLE 6. Final Payment

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

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

ARTICLE 7. Contractor's Representations

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

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representations:

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

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

C. The Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

D. The Contractor has carefully studied all:

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

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

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

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

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

3. the Contractor's safety precautions and programs.

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

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

H. The Contractor has given the City written notice of all conflicts, errors, ambiguities, or

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discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor.

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

ARTICLE 8. Termination

In addition to the provisions of **Article 2.3.15 of the General Conditions**, the City shall have the right to terminate this Contract if funds are not appropriated or otherwise made available to pay the contract price.

ARTICLE 9. Performance and Payment Bonds

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

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

B. The Contractor shall furnish a Guarantee Performance Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City for **ten percent (10%)** of the contract price to guarantee satisfactory performance of the work for a period of **two (2) years** after the date of acceptance of the work, and in the form attached hereto as **Exhibit B.**

ARTICLE 10. Insurance

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

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Contractor is required to purchase and maintain in accordance herewith.

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

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

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

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

4. claims for damages which are sustained:

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

b. by any other person for any other reason.

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

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

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

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

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

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

1. with respect to insurance required by paragraphs B.3, B.4, B.5, B.6 and B.7 of this Article, be written on an occurrence basis, include as additional insureds the City, the Engineer, and any other person or entity required in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective elected officials, officers, directors,

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members, partners, employee, agents, consultants, and subcontractors or each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary and non-contributory coverage for all claims covered thereby;

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

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

i. State: Statutory limit

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

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

$3,000,000 Disease per Employee

b. Contractor's General Liability under paragraphs B.3, B.4, B.5 and B.6 of this Article which shall include completed operations and product liability coverages:

i. General Aggregate: $3,000,000

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

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

iv. Each Occurrence

(Bodily Injury and Property Damage): $1,000,000

v. Excess or Umbrella Liability

General Aggregate: $5,000,000

Each Occurrence: $5,000,000

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

i. Bodily Injury:

Each Person: $3,000,000

Each Accident: $3,000,000

ii. Property Damage:

Each Accident: $3,000,000

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

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

d. Property Liability (Builder's Risk)

i. Amount equal to insurable value of the Contract, including all

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structures, materials, and equipment to be built and installed.

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

i. Bodily Injury:

Each Person:	$3,000,000
Each Accident:	$3,000,000

ii. Property Damage:

Each Accident:	$3,000,000
Annual Aggregate:	$3,000,000

f. The property insurance required by paragraph B.8 of this Article shall be written as Builder's Risk with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and work in transit and shall insure against at least the following perils: flood, fire, lightening, extended coverage, theft, vandalism and malicious theft, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws or regulations, and water damage, and be written in the completed value form. Such policy shall cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects) and materials and equipment in transit for incorporation into the work or stored at the site or at another location that was agreed to in writing by the City prior to being incorporated into the work, provided that such material and equipment have been included in an Application for Payment recommended by the City or the Engineer. Such policy shall include the interests of the City, Contractor, subcontractors, engineers, the City's and engineer's consultants, each of whom is deemed to have an insurable interest, and each shall be listed as an insured or an additional insured.

g. The Contractor's Pollution Insurance coverage required by paragraph B.9 of this article shall cover bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids,

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alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden or accidental. The policy shall also include defense and clean-up costs. The amount of coverage shall be as follows:

i. Limit of Liability:

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

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

4. remain in effect through final payment and at all times thereafter when the contractor may be correcting, removing, or replacing defective work in accordance with **Paragraph 2.7.01 of the General Conditions**; and

5. include completed operations coverage:

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

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

ARTICLE 11. Indemnification

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

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Contractor, and this provision shall survive termination of this Contract.

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

ARTICLE 12. Dispute Resolution

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

ARTICLE 13. Prevailing Wage

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

ARTICLE 14. Miscellaneous Terms and Conditions

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

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

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

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

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

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

1. To Contractor:

Plattin Creek Excavating, LLC dba PCX Construction, LLC
555 E.Outer 21 Rd. Arnold, MO 63010

2. To City:

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

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With a copy to:

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

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

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

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

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

Pursuant to Section 34.600 RSMo, as amended, Contractor, 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 Contractor has less than ten (10) employees.

K. Sex Offender Registration. Contractor shall comply with City Code of Ordinances Section 145.040 which requires any person used by the Contractor in the performance of the

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Contract who is a registered sex offender and has any contact with a City employee or resident or is physically present on City property to register with the City of Saint Charles Police Department.

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

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

N. Transient Employers. Contractor shall comply with the transient employer obligations as defined in R.S.Mo. Section 285.230 and shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Missouri Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Missouri Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Contractor acknowledges its failure to comply with the transient employer obligations subject the Contractor to a penalty of $500 per day until the notices required by this section are posted.

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

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

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

Contractor:

Plattin Creek Excavating, LLC dba PCX Construction, LLC

3-28-2024

By: Authorized Signatory Date

Matt Clark

Printed Name of Authorized Signatory

Corporate Attest:

3-28-24

Signature Date

BRIAN TRUDT

Printed Name

City:

CITY OF SAINT CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer
8D36AFB1A1BD439...

4/17/2024

Daniel J. Borgmeyer, Mayor Date

DS

Attest:

DocuSigned by:
Kimberly Hudson
70E399BA7AAF426...

4/18/2024

City Clerk Date

Kimberly Hudson

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CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor
C6FB3E8A40BE40D...

4/2/2024

Director of Finance — Date

Jennifer O'Connor

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A LIMITED LIABILITY COMPANY

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

On this 28th day of March in the year 2024 before me, Tonya L. Riegerix (name of notary), a Notary Public in and for said state, personally appeared Matt Clark (name of manager or member) of Plattin Creek Excavating, LLC dba PCX Construction, LLC (name of limited liability company), known to me to be the person who executed the within Contract Document (type of document) in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

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

TONYA L RIEGERIX
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
MISSOURI COUNTY
COMMISSION # 23488279
MY COMMISSION EXPIRES: 09/19/2027

Tonya L. Riegerix
Notary Public

My Commission Expires: 09/19/2027

Docusign Envelope ID: 4D66BA82-267E-47F0-BDFE-38E09D74864E

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: Plattin Creek Excavating, LLC dba PCX Construction, LLC			
Last Name: Clark	First: Matt	Initial: R	Maiden Name: N/A
Address (Street Name & Number): 555 E.Outer 21 Rd. Arnold, MO 63010			
City	State		Zip Code
Date of Birth (MM/DD/YYYY): 05/04/~~20~~ 1980		(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: 3/26/2024 3-28-2024		

❑ 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:_____	Or	Missouri Driver's License ❑	Or	Document:_____
Expiration: _____		Expiration: _____		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.

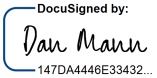
Certificate Of Completion

Envelope Id: 4D66BA82-267E-47F0-BDFE-38E09D74864E
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_CC MTG 2/3 21SWR15 Riverside CO#3
Source Envelope:
Document Pages: 60
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
1/27/2026 3:11:36 PM
Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Dan Mann daniel.mann@stcharlescitymo.gov Director of Engineering City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 172.59.173.228 Signed using mobile	Sent: 1/27/2026 3:23:48 PM Viewed: 1/28/2026 10:07:01 AM Signed: 1/28/2026 10:07:18 AM
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 1/28/2026 10:07:21 AM Viewed: 1/28/2026 10:43:42 AM Signed: 1/28/2026 10:44:59 AM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/28/2026 10:45:01 AM Viewed: 1/28/2026 12:28:07 PM Signed: 1/28/2026 12:31:06 PM
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/28/2026 12:31:08 PM Viewed: 1/28/2026 1:04:00 PM Signed: 1/28/2026 1:08:12 PM

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 1/28/2026 1:08:14 PM Viewed: 1/28/2026 2:19:35 PM Signed: 1/28/2026 2:19:45 PM
Jessica Steffen jessica.steffen@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jessica Steffen 3D3912B8B3DC42C... Signature Adoption: Pre-selected Style Using IP Address: 47.233.45.244	Sent: 1/28/2026 2:19:47 PM Resent: 1/29/2026 8:53:17 AM Resent: 1/29/2026 12:18:49 PM Viewed: 1/29/2026 12:19:25 PM Signed: 1/29/2026 12:19:41 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: 1/29/2026 12:19:44 PM Viewed: 1/29/2026 1:11:57 PM Signed: 1/29/2026 1:12:11 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: 1/29/2026 1:12:14 PM Viewed: 1/29/2026 1:12:41 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 1/29/2026 12:19:43 PM Viewed: 1/29/2026 12:43:21 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	1/27/2026 3:23:48 PM
Envelope Updated	Security Checked	1/29/2026 12:18:48 PM
Envelope Updated	Security Checked	1/29/2026 12:18:48 PM

Payment Events	Status	Timestamps

Docusign Envelope ID: CA7939CD-6BDB-4903-AC84-9337FDE51F8A

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Public Works	**Department Contact:**	MAURA ZACKAVEC
Vendor Name & NWS#:	#25509 - MORTON SALT INC.		
Description/Purpose:	2026 BULK ROCK SALT		
Account #:	204-500-501-766112		
Project #:	N/A		
Amount of this Routing:	$ 111,111.00	**Requisition #:**	20260125
Contract Type:	New Contract	**Cooperative**	Coop#: 25idk
Contract Term:	01/01/2026-12/31/2025	**Renewal Options:**	
If Renewal or Amendment: C#	N/A	**Amendment #** N/A	**Renewal #** N/A
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 111,111.00		

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:**
LARRY PERNEY	Signed by: Larry Perney C2B72E8A738A480... 1/20/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 1/20/2026
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 1/20/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 1/28/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky Jr. 3E05A81A58094AA...
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: CA7939CD-6BDB-4903-AC84-9337FDE51F8A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 02/03/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:

Approval to purchase bulk road salt through the St. Charles County cooperative procurement process using Bid #25-077 (Cooperative Contract/Reference No. _____).

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

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

Summary:

The Public Works Department is requesting approval to purchase bulk road salt through the St. Charles County cooperative procurement process utilizing Bid #25-077 (Cooperative Contract/Reference No. _____). This purchase will ensure an adequate supply of road salt for winter operations and allow the City to take advantage of competitively bid pricing. Use of the cooperative procurement process is consistent with City purchasing policies and supports cost efficiency and operational readiness for winter weather events.

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

Fiscal Impact: 111,111.00 **Select One** 20260125

Account #: 204-500-501-766112

Project #: N/A

RCA prepared by: MZG Dept. Dir. Initial Finance Dir. DS Dir. of Admin. DS

Docusign Envelope ID: CA7939CD-6BDB-4903-AC84-9337FDE51F8A

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 Morton Salt, Inc., (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 Bulk Road Salt for the City, in accordance with Vendor's response to St. Charles County Cooperative/City of O'Fallon, MO Bid #25-077, a copy of which is attached and incorporated as Exhibit A.

2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed One Hundred Eleven Thousand One Hundred Eleven Dollars ($111,111.00). Bulk Road Salt shall be billed at the rate of One Hundred One Dollars and One Cent ($101.01) per ton, in accordance with Exhibit A.

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: CA7939CD-6BDB-4903-AC84-9337FDE51F8A

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

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

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

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

11. Notwithstanding any other provision of the Contract to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and may disclose records that are open records pursuant to a valid request for such records, without additional advanced notice or disclosure to Vendor.

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

MORTON SALT, INC.:

1-15-2026
Date

By: Anthony T. Patton, Director Bulk Deicing US Government Sales
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

1-15-2026
By: Winnie Kuo, Assistant Secretary Date

Attest:

City Clerk Date

Docusign Envelope ID: CA7939CD-6BDB-4903-AC84-9337FDE51F8A

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.

_____Director of Finance

Date

Docusign Envelope ID: CA7939CD-6BDB-4903-AC84-9337FDE51F8A

Bid #: 25-077 Project: De-Icing Salt: Hauling & Purchase Department: Streets

Date: 10/14/2025 Time: 2:00 P.M. CDT

Bidder Name	Morton Salt	Cargill	Compass Minerals	Swinter Group		
Bidder #	(1)	(2)	(3)	(4)		
1. City of O'Fallon Fall 2025 Deliveries:						
Bulk Salt per ton (delivered)	101.01	no bid	102.68	106.80		
Bulk Salt per ton (pickup)	101.00		95.00	95.00		
2. City of O'Fallon Winter 2026 Deliveries:						
Bulk Salt per ton (delivered)	101.01		102.68	106.80		
Bulk Salt per ton (pickup)	101.00		95.00	95.00		
Optional Bid for St. Charles County Cooperative Members:						
City of Lake St. Louis, MO	per ton 101.01	per ton	per ton 102.68	per ton 95.00	per ton	per ton
	per ton delivered 101.01	per ton delivered	per ton delivered 102.68	per ton delivered 107.10	per ton delivered	per ton delivered
	per ton picked up 101.00	per ton picked up	per ton picked up 95.00	per ton picked up 95.00	per ton picked up	per ton picked up
City of Elsberry, MO	per ton 101.01	per ton	per ton 106.07	per ton 95.00	per ton	per ton
	per ton delivered 101.01	per ton delivered	per ton delivered 106.07	per ton delivered 110.46	per ton delivered	per ton delivered
	per ton picked up 101.00	per ton picked up	per ton picked up 95.00	per ton picked up 95.00	per ton picked up	per ton picked up
Elsberry Special Road District	per ton 101.01	per ton	per ton 106.07	per ton 95.00	per ton	per ton
	per ton delivered 101.01	per ton delivered	per ton delivered 106.07	per ton delivered 110.46	per ton delivered	per ton delivered
	per ton picked up 101.00	per ton picked up	per ton picked up 95.00	per ton picked up 95.00	per ton picked up	per ton picked up

Initial _____

Docusign Envelope ID: CA7939CD-6BDB-4903-AC84-9337FDE51F8A

Bidder Name (cont'd)	Morton Salt	Cargill	Compass Minerals	Swinter Group		
Bidder #	(1)	(2)	(3)	(4)		
City of Troy, MO	per ton no bid	per ton no bid	per ton no bid	per ton no bid	per ton	per ton
	per ton delivered ↓	per ton delivered	per ton delivered ↓	per ton delivered ↓	per ton delivered	per ton delivered
	per ton picked up ↓	per ton picked up	per ton picked up ↓	per ton picked up ↓	per ton picked up	per ton picked up
Pike County, MO	per ton no bid	per ton	per ton no bid	per ton no bid	per ton	per ton
	per ton delivered ↓	per ton delivered	per ton delivered ↓	per ton delivered ↓	per ton delivered	per ton delivered
	per ton picked up ↓	per ton picked up	per ton picked up ↓	per ton picked up ↓	per ton picked up	per ton picked up
City of St. Charles, MO	per ton 101.01	per ton	per ton 101.79	per ton 95.00	per ton	per ton
	per ton delivered 101.01	per ton delivered	per ton delivered 101.79	per ton delivered 102.91	per ton delivered	per ton delivered
	per ton picked up 101.00	per ton picked up	per ton picked up 95.00	per ton picked up 95.00	per ton picked up	per ton picked up
Lincoln County Hwy, MO	per ton 101.01	per ton	per ton 106.07	per ton 95.00	per ton	per ton
	per ton delivered 101.01	per ton delivered	per ton delivered 106.07	per ton delivered 110.46	per ton delivered	per ton delivered
	per ton picked up 101.00	per ton picked up	per ton picked up 95.00	per ton picked up 95.00	per ton picked up	per ton picked up
Ft. Zumwalt School District	per ton 101.01	per ton	per ton 102.68	per ton 95.00	per ton	per ton
	per ton delivered 101.01	per ton delivered	per ton delivered 102.68	per ton delivered 106.80	per ton delivered	per ton delivered
	per ton picked up 101.00	per ton picked up	per ton picked up 95.00	per ton picked up 95.00	per ton picked up	per ton picked up
City of Bowling Green, MO	per ton 101.01	per ton	per ton 104.29	per ton 95.00	per ton	per ton
	per ton delivered 101.01	per ton delivered	per ton delivered 104.29	per ton delivered 117.79	per ton delivered	per ton delivered
	per ton picked up 101.00	per ton picked up	per ton picked up 95.00	per ton picked up 95.00	per ton picked up	per ton picked up
Additional Salt Available (price per ton)	121.01	↓	102.96	95.00		

Prepared by: Christine Grabin, Purchasing Agent

Certificate Of Completion

Envelope Id: CA7939CD-6BDB-4903-AC84-9337FDE51F8A
Status: Sent
Subject: Please DocuSign: Yellow-CRS- 2026 Bulk Road Salt
Source Envelope:
Document Pages: 7
Signatures: 5
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
1/20/2026 6:47:33 AM
Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Larry Perney lawrence.perney@stcharlescitymo.gov Asst. CA SHI OBO City of St Charles Security Level: Email, Account Authentication (None)	Signed by: Larry Perney C2B12E8A759A480... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/20/2026 7:00:08 AM Viewed: 1/20/2026 8:13:46 AM Signed: 1/20/2026 8:13:58 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 1/20/2026 8:13:59 AM Viewed: 1/20/2026 8:18:51 AM Signed: 1/20/2026 8:28:26 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: Paul Feldmann CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/20/2026 8:28:27 AM Viewed: 1/20/2026 9:46:18 AM Signed: 1/20/2026 9:47:55 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/20/2026 9:47:57 AM Viewed: 1/20/2026 10:05:12 AM Signed: 1/20/2026 10:05:36 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 1/20/2026 10:05:38 AM Viewed: 1/20/2026 11:40:13 AM Signed: 1/20/2026 11:40:25 AM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 1/20/2026 11:40:27 AM Viewed: 1/20/2026 12:24:07 PM Signed: 1/20/2026 12:24:58 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: 1/20/2026 12:25:01 PM Viewed: 1/28/2026 1:39:45 PM Signed: 1/28/2026 1:39:59 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: 1/28/2026 1:40:00 PM Viewed: 1/28/2026 5:15:04 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 1/20/2026 12:25:00 PM Viewed: 1/20/2026 1:13:42 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	1/20/2026 7:00:08 AM

Payment Events	Status	Timestamps

CITY OF ST. CHARLES

INTERDEPARTMENTAL COMMUNICATION

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: January 14, 2025

Subject: Monies collected and deposited in December 2025

Remarks:

The Municipal Division collected and deposited a total of ***$83,687.45*** during the month of *December 2025.*

The Municipal Division disbursed a grand total of **$73,113.58** to the City of Saint Charles.

ST CHARLES CITY MUNICIPAL
Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Restitution	5034	520.23	(4)
Due To Debt Collection	5074	1,740.95	(13)
Clerk Fee-Municipal	6002	2,372.10	(1)
Court Automation	6008	3,379.62	(1)
CVC Surcharge State	6016	3,442.39	(1)
CVC Surcharge Muni	6018	73.10	(1)
Law Enf Arrest-Local	6020	788.69	(1)
LET-County	6022	972.00	(1)
POST-State	6024	482.82	(1)
Dom Viol - Muni	6032	1,944.00	(1)
Restitution	6034	940.07	(3)
Fine-Muni Ordin Other	6040	30,861.19	(1)
Inmate Security Fund	6056	972.00	(1)
Unclaimed Property	6064	18.00	(1)
Clerk Fee-E/R	6102	3,421.54	(1)
CVC Surcharge-E/R	6118	105.49	(1)
Fines-E/R	6141	31,426.31	(1)
Overpayment-E/R	6168	0.06	(1)
Overpayments Detail Code	7506	232.17	(5)
Bonds Refunded	9204	7,576.53	(73)
Total Checks Voided			
Checks Without APDC Code		0.00	(16)
Overpayments Detail Code	7506	-5.28	(1)
Net Cash Out		**91,263.98**	**(130)**

- 7,574.53 Bonds Refunded
83,687.45 End of month Disbursements.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: Dec 1, 2025 - Dec 31, 2025
Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303		
Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303	County: St. Charles County	Circuit: 11
Telephone Number:	Fax Number:	
Prepared by: Miranda Scott	E-mail Address: miranda.scott@courts.mo.gov	
Municipal Judge: Nicholas Brockmeyer		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	158	8,433	2,207
B. Cases (citations/informations) filed	4	439	43
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	6	311	28
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	188	0
6. dismissed by court	0	25	2
7. *nolle prosequi*	1	40	3
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	7	564	33
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	155	8,307	2,217
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	405
2. # Served/withdrawn during reporting period	349
3. # Outstanding at end of reporting period	7,557

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: Dec 1, 2025 - Dec 31, 2025

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$31,426.31
Clerk Fee - Excess Revenue	$3,421.54
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$105.49
Bond forfeitures (paid to city) - Excess Revenue	$0.00
Total Excess Revenue	$34,953.34
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$30,861.19
Clerk Fee - Other	$2,372.10
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$482.82
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$3,442.39
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$73.10
Law Enforcement Training (LET) Fund surcharge	$972.00
Domestic Violence Shelter surcharge	$1,944.00
Inmate Prisoner Detainee Security Fund surcharge	$972.00
Restitution	$1,460.30
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$0.00
Total Other Revenue	$42,579.90

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Court Automation	$3,379.62
Due To Debt Collection	$1,740.95
Law Enf Arrest-Local	$788.69
Overpayment-E/R	$0.06
Overpayments Detail Code	$226.89
Unclaimed Property	$18.00
Total Other Disbursements	$6,154.21
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$83,687.45
Bond Refunds	$7,576.53
Total Disbursements	$91,263.98

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.

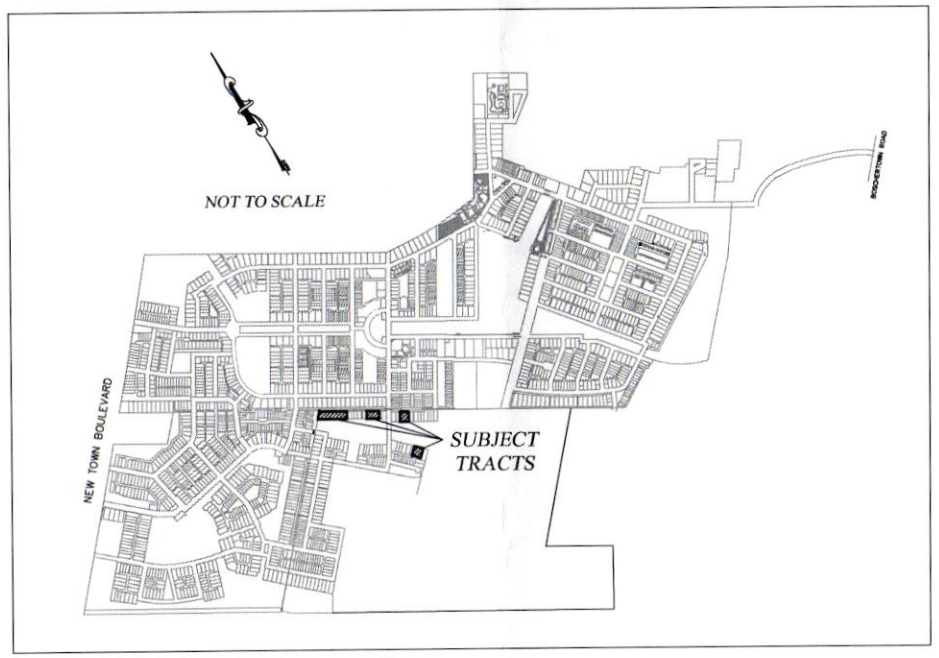
_____
NOTARY PUBLIC SIGNATURE

_____
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
LICENSED LAND SURVEYOR

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 OHIO WILL BE PROVIDED BY CEC SURVEYING AND LANDSCAPE ARCHITECTURE OF OH, LLC. ARCHITECTURAL 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

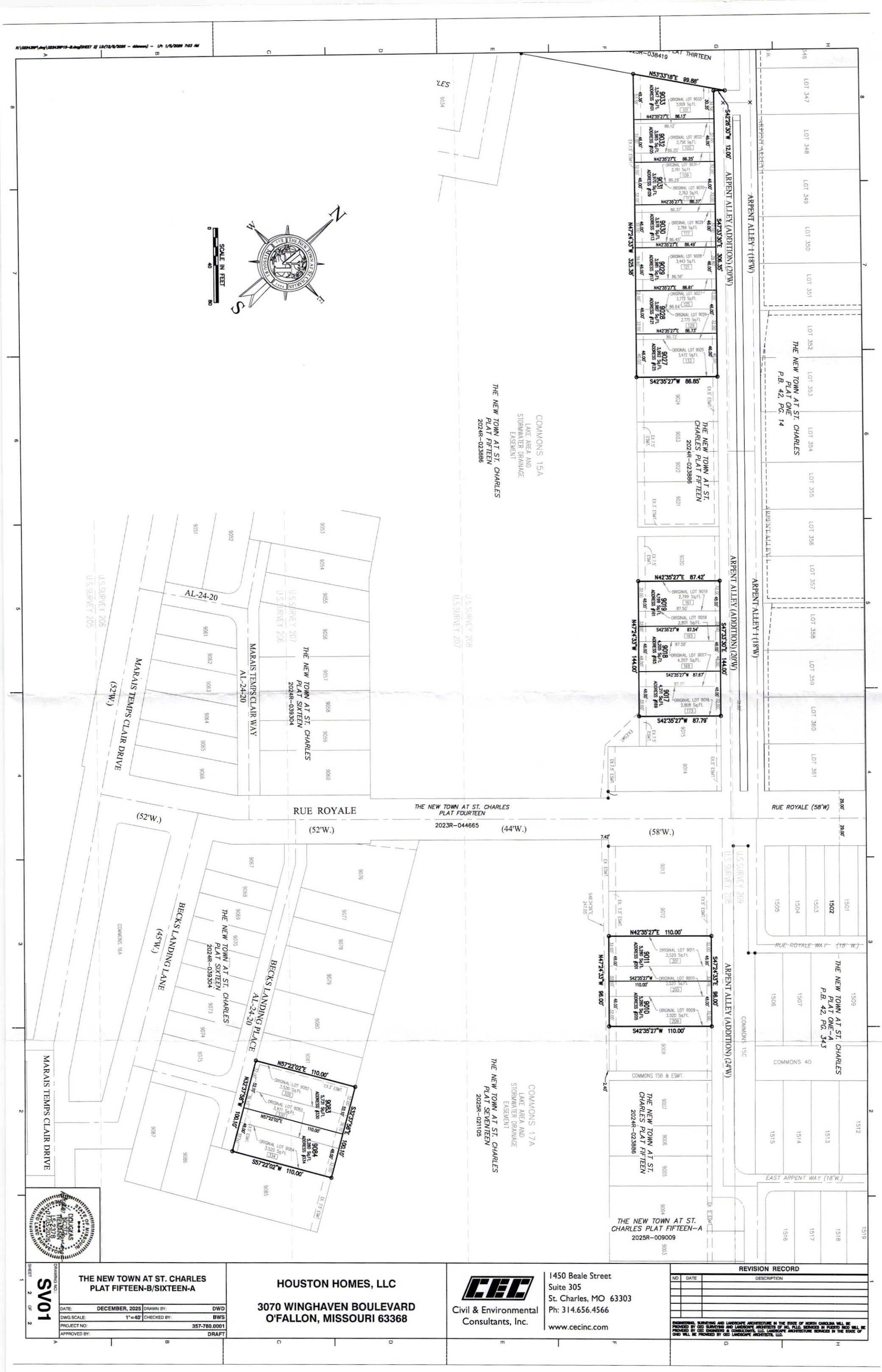
DATE:	DECEMBER, 2025
DRAWN BY:	DWD
CHECKED BY:	BWS
DWG SCALE:	1"=40'
PROJECT NO:	357-760.0001
APPROVED BY:	DRAFT

DRAWING NO.: SV01
SHEET 1 OF 2

EXHIBIT A

K:\2357\ACAD\Layout\[2357SV01-B-Sht2.dwg]SHEET 1] 1/5/2026 7:58 AM - DR 1/5/2026 7:58 AM

R:\023439P\dwg\023439P15-B.dwg[SHEET 3] LS:(12/5/2025 - dbloom) - LP: 1/5/2026 7:03 AM



DOUGLAS TERLAAK 2013278 STATE OF MISSOURI 2025.12.05 07:52:26 -06'00' BASIS OF LAND SURVEYOR

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

DRAWING NO: SV01 SHEET 2 OF 2

HOUSTON HOMES, LLC

3070 WINGHAVEN BOULEVARD
O'FALLON, MISSOURI 63368

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 SURVEYING AND LANDSCAPE ARCHITECTS OF NC, PLLC. SERVICES IN PUERTO RICO WILL BE PROVIDED BY CEC ENGINEERS & CONSULTANTS, LLC. LANDSCAPE ARCHITECTURE SERVICES IN THE STATE OF OHIO WILL BE PROVIDED BY CEC LANDSCAPE ARCHITECTS, LLC.

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

Approved as to Form and Content by:

Inspector-Attorney
Office of Counsel

City of St. Charles, Missouri

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. BWT Finance Dir. MB for JHO Dir. of Admin. D

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]

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 2/3/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14055

Request for Council Action

Ward(s): All **Sponsor(s):** Bart Haberstroh

Description:
AN ORDINANCE AMENDING ORD #25-086 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2026 (BUDGET AMENDMENT #1).

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

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

Summary:
The Mayor is recommending that City Council give favorable consideration to the first budget amendment for the year 2026.

This budget amendment includes all re-appropriation requests for funds remaining in 2025 to be added to the 2026 budget.

Additional requests included but not re-appropriated balances:
(1) $140,000.00 from 204 fund balance to be added to 204-500-501-744004- to pay for vehicle maintenance parts/supplies. Amounts are paid for all City vehicles and reimbursed to 204 fund via monthly journal entries.

(2) $47,552.13 was received from insurance to cover a totaled Animal Control truck. This truck was hit by a citizen and a new truck needs ordered to replace. Public Works mechanics were able to salvage the animal control body to be re-installed on the new truck.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A N/A
Account #: Multiple - Please see details in Bill
Project #:

RCA prepared by: wsh Dept. Dir. S for JH Finance Dir. S for JH Dir. of Admin. 4

Bill No. 14055 Ordinance No._____

Sponsor: Bart Haberstroh

AN ORDINANCE AMENDING ORDINANCE NUMBER 25-086 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2026 (BUDGET AMENDMENT #1)

Whereas, the Mayor has recommended to the City Council that the 2026 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

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

SECTION 1. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following revenue accounts by the following amounts:

Account Number	Description	Amount
410-199-199-450201-	Other Revenue Reimb-Insurance	$47,552.13
412-199-199-431401-	Grant Federal Highway Admin	$18,947,640.86
412-199-199-433401-	Grant County Transportation	$15,629,600.32
412-199-199-432601-	Grant MO DNR	$1,432,088.05
601-199-199-450201-	Other Revenue Reimb-Insurance	$53,411.00

SECTION 2. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following revenue accounts by the following amounts:

Account Number	Description	Amount
	NONE	

SECTION 3. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount
100-130-131-733009-	Other Prof Svcs Public Relations	$7,500.00
100-130-131-874006-	Mach & Eqpt NonCap Computer	$598,314.80
100-160-161-733006-	Other Prof Svcs Legal	$4,037.50
100-190-289-874105-	Mach & Eqpt Specialized Eqpt	$5,999.00
100-192-115-733099-	Other Prof Svcs Other	$19,000.00
100-192-115-874006-	Mach & Eqpt Computer Eqpt	$2,425.92
100-220-131-733009-	Other Prof Svcs Public Relations	$3,100.00

100-220-131-733099-	Other Prof Svcs Other	$10,000.00
100-220-210-761041-	General Supplies Training	$10,000.00
100-330-112-755002-	Printing City Newsletter	$1,250.00
100-500-551-733099-	Other Prof Svcs Other	$21,600.00
100-500-551-743007-	Repair & Maint Svcs Building	$2,792.00
204-500-501-733099-	Other Prof Svcs Other	$7,250.00
204-500-501-744004-	Vehicle Parts & Supplies	$140,000.00
204-500-501-766105-	Sign & Lighting Supplies	$1,025.00
204-500-501-873099-	Other Improve Non-Cap Other	$40,000.00
204-500-501-873101-	Other Improve Streets	$37,636.00
204-500-501-873199-	Other Improve Other	$100,000.00
204-500-501-874102-	Mach & Eqpt Vehicles	$567,336.25
204-500-501-874105-	Mach & Eqpt Specialized Eqpt	$24,540.00
204-502-502-733007-	Other Prof Svcs Engineering	$17,000.00
204-502-502-733022-	Other Prof Svcs Microfilming	$20,000.00
204-502-502-873012-	Other Improve Sidewalks	$21,738.00
204-502-502-873101-	Other Improve Streets	$410,201.88
204-502-502-873199-	Other Improve Other	$81,597.21
208-190-219-873199-	Other Improve Other	$30,000.00
216-217-131-873109-	Other Improve Parks	$265,299.34
217-217-131-873109-	Other Improve Parks	$2,701,408.78
217-217-131-874102-	Mach & Eqpt Vehicles	$41,500.00
217-217-131-874103-	Mach & Eqpt Furniture	$12,228.37
217-217-131-874105-	Mach & Eqpt Specialized Eqpt	$5,738.67
217-217-131-874106-	Mach & Eqpt Computer Eqpt	$6,193.37
218-380-801-733099-	Other Prof Svcs Other	$1,687.27
218-380-801-769025-	Other Expenses Local Grant	$4,900.00
218-380-801-872102-	Buildings Improvements	$37,535.97
218-380-801-874199-	Mach & Eqpt Other	$306,500.00
218-380-821-872102-	Buildings Improvements	$441,384.70
218-380-821-874103-	Mach & Eqpt Furniture	$27,300.00
218-380-821-874106-	Mach & Eqpt Computer Eqpt	$8,721.81
219-199-199-873199-	Other Improve Other	$8,482.50
220-199-199-743006-	Repair & Maint Svcs Grounds	$4,088.61
220-199-199-754099-	Advertising Other	$3,000.00
401-220-131-872102-	Buildings Improvements	$102,803.13
401-502-502-872101-	Buildings Building	$66,539,477.21
410-130-131-872102-	Buildings Improvements	$754,892.08
410-190-219-873199-	Other Improve Other	$32,500.00
410-190-260-872102-	Buildings Improvements	$2,000.00

410-190-260-873199-	Other Improve Other	$7,000.00
410-190-260-874102-	Mach & Eqpt Vehicles	$49,665.63
410-190-260-874105-	Mach & Eqpt Specialized Eqpt	$473.47
410-190-260-874199-	Mach & Eqpt Other	$6,800.00
410-191-114-769099-	Other Expenses Miscellaneous	$50,000.00
410-191-114-872102-	Buildings Improvements	$40,000.00
410-192-115-874106-	Mach & Eqpt Computer Eqpt	$335,219.04
410-220-131-872102-	Buildings Improvements	$44,794.30
410-220-131-874005-	Mach & Eqpt Non-Cap Special	$3,803.00
410-220-131-874099-	Mach & Eqpt Non-Cap Other	$12,587.57
410-220-131-874102-	Mach & Eqpt Vehicles	$37,741.50
410-220-131-874105-	Mach & Eqpt Specialized Eqpt	$51,851.28
410-240-131-874102-	Mach & Eqpt Vehicles	$299,118.19
410-240-131-874199-	Mach & Eqpt Other	$178,238.35
410-500-501-873101-	Other Improve Streets	$212,430.12
410-500-501-874102-	Mach & Eqpt Vehicles	$51,838.00
410-500-551-872102-	Buildings Improvements	$148,261.34
410-500-551-874199-	Mach & Eqpt Other	$20,000.00
410-502-502-873101-	Other Improve Streets	$3,051,702.70
410-502-502-873111-	Other Improve Traffic Signal	$250,000.00
410-502-502-873199-	Other Improve Other	$102,198.00
410-502-502-874102-	Mach & Eqpt Vehicles	$37,708.00
412-500-501-874102-	Mach & Eqpt Vehicles	$187,200.00
412-502-502-873101-	Other Improve Streets	$14,755,988.75
412-502-502-873112-	Other Improve Sidewalks	$873,611.57
412-502-502-873199-	Other Improve Other	$18,760,440.86
412-502-502-873700-	Other Impove MO DNR Storm	$1,432,088.05
417-217-131-873109-	Other Improve Parks	$2,732,552.77
420-502-502-873101-	Other Improve Streets	$194,609.50
430-500-551-872102-	Buildings Improvements	$12,967.00
514-500-531-733099-	Other Prof Svcs Other	$287,542.78
514-500-534-874199-	Mach & Eqpt Other	$25,753.42
514-500-535-872102-	Buildings Improvements	$19,733.37
514-500-535-873106-	Other Improve Water Lines	$1,433,923.40
514-500-535-873199-	Other Improve Other	$526,002.53
514-500-535-874102-	Mach & Eqpt Vehicles	$602,337.54
514-500-535-874105-	Mach & Eqpt Specialized Eqpt	$693,067.00
514-500-535-874106-	Mach & Eqpt Computer Eqpt	$12,779.78
514-502-502-733099-	Other Prof Svcs Other	$288,696.66

514-502-535-873101-	Other Improve Streets	$1,365,682.95
514-502-535-873106-	Other Improve Water Lines	$3,865,706.07
514-502-535-873199-	Other Improve Other	$657,010.57
515-500-571-733099-	Other Prof Svcs Other	$5,000.00
515-500-599-873107-	Other Improve Sewer Lines	$723,966.50
515-500-599-873108-	Other Improve Operating Plant	$82,918.62
515-500-599-873199-	Other Improve Other	$1,288,207.38
515-500-599-874102-	Mach & Eqpt Vehicles	$226,540.00
515-502-535-873107-	Other Improve Sewer Lines	$6,909,706.02
517-500-535-873110-	Other Improve Stormwater Proj	$291,270.17
517-500-581-873110-	Other Improve Stormwater Proj	$512,553.68
517-502-502-873110-	Other Improve Stormwater Proj	$3,811,933.80
517-502-535-873110-	Other Improve Stormwater Proj	$1,916,717.62
601-199-199-752111-	Insurance Claims	$53,411.00
759-700-113-761099-	General Supplies Other	$2,000.00

SECTION 4. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount
	NONE	

SECTION 5. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount
	NONE	

SECTION 6. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount
100-199-199-321001-	Fund Balance	$688,019.22
204-199-199-321001-	Fund Balance	$1,468,324.34
208-199-199-321001-	Fund Balance	$30,000.00
216-199-199-321001-	Fund Balance	$265,299.34
217-199-199-321001-	Fund Balance	$2,767,069.19
218-199-199-321001-	Fund Balance	$828,029.75

219-199-199-321001-	Fund Balance	$8,482.50
220-199-199-321001-	Fund Balance	$7,088.61
401-199-199-321001-	Fund Balance	$66,642,280.34
410-199-199-321001-	Fund Balance	$5,733,270.44
417-199-199-321001-	Fund Balance	$2,732,552.77
420-199-199-321001-	Fund Balance	$194,609.50
430-199-199-321001-	Fund Balance	$12,967.00
514-199-199-321001-	Fund Balance	$9,778,236.07
515-199-199-321001-	Fund Balance	$9,236,338.52
517-199-199-321001-	Fund Balance	$6,532,475.27

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Form:	Attest:
Holly Magdziarz, City Attorney	Date
	City Clerk



RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 2/3/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14056

Request for Council Action

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

Description:
The Police Department requests authorization to enter into an annual agreement with REJIS Commission in an amount not to exceed $57,095.00.

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

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

Summary:
The agreement covers our LEB connection (secured law enforcement database), MULES connection (secured law enforcement database), Live Scan (fingerprinting system), AT&T fiber connection (internet to dispatch), T-Mobile service (back-up internet to dispatch), CARE (report writing system), Media Services Capture Station (mugshots) and firewall maintenance.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 57,095.00 **N/A** ☐
Account #: 131-746-001 & 131-733-099
Project #:

RCA prepared by: SMM Dept. Dir. [signature] Finance Dir. [signature] Dir. of Admin. [signature]

Bill No. 14056

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 AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE REJIS COMMISSION FOR THE POLICE DEPARTMENT'S ANNUAL SUBSCRIPTIONS FOR CERTAIN SECURED LAW ENFORCEMENT DATABASES AND OTHER LAW ENFORCEMENT-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED $57,095.00.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Agreement between the City of St. Charles and the REJIS Commission for the Police Department's annual subscriptions for certain secured law enforcement databases and other law-enforcement-related services in an amount not to exceed $57,095.00, is approved. The agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the agreement and perform all acts necessary to carry out the intent of this ordinance.

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

_____ _____

Date Passed Michael Galba, Presiding Officer

_____ _____

Date Approved by Mayor Daniel J. Borgmeyer, Mayor

Approved as to Legal Form: Attest:

Holly Magdziarz 1/9/2026

_____ _____

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk



Bill No. 14056

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 1-9-26

Jennifer O'Connor, Director of Finance Date

REJIS
When Data Matters

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#3350

Customer: 30556 St. Charles City Police Department

Prepared for:

Andrew Bradbury
Heather Schnelle
St. Charles City Police Department
1781 Zumbehl Drive
St. Charles, MO 63303-2763

TOTAL

$57,095.00

Expires: 2/1/2026

Date
11/3/2025

Client Service Rep:
Brian P Haley

Quantity	Item	FRQ	Rate	Amount
1	**Add-On Plan** This plan was used for Data Migration purposes			
1	**SW-0038 Media Services Capture Station Maintenance** Media Services is a regional mug shot system which allows users to capture photos with a digital camera and store these images in a regional database. These images are used to develop suspect lineups, register convicted sex offenders, and search for specific scars, marks, and tattoos that help identify suspects.	ANN	$2,392.00 131-746-001	$2,392.00
1	**WN-0031 Firewall Maintenance-Cisco ASA 5506 with Base License** This annual maintenance will begin after the first year.	ANN	$111.00 131-746-001	$111.00
1	**CR-0004 CARE Subscription Per Commissioned Officer-Annual**	ANN	$6,136.00 131-733-099	$6,136.00
1	**LE-0009-Monthly LEWeb Subscription Fee - Monthly**	MTH	$39,156.00 131-746-001	$39,156.00
1	**LE-0013-Monthly Live Scan Standard Workstation Connection**	MTH	$756.00 131-746-001	$756.00
1	**LE-0076 MSHP MULES Connection Fee-Circuit**	MTH	$960.00 131-746-001	$960.00
1	**WN-0076 AT&T 10 Mbps Fiber Connection**	MTH	$5,052.00 131-733-099	$5,052.00
1	**WN-0202 Wireless Backup - T-Mobile-Monthly Service Fee**	MTH	$2,532.00 131-733-099	$2,532.00

3350

EXHIBIT 1

Subtotal	$57,095.00
Tax (0%)	$0.00
Total	$57,095.00

DO NOT PAY

Informational Purposes Only

Frequency information is provided to assist the customer in determining ongoing costs.

Frequency Codes:
OTO - One Time Only MTH - Monthly QTR - Quarterly SA - Semi Annually ANN - Annually

3350

REJIS
When Data Matters

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#3350

Customer: 30556 St. Charles City Police Department

Proposal Notes:

Provided agency with current billing line items that reflect cost to agency beginning on January 1, 2026 and going through December 31, 2026.

Line items should be listed in this document to reflect annual charges regardless of current billing structure.

Line items will be inserted by the REJIS Controller.

General Notes:

- Prices for REJIS software and services are valid for 90 days from the proposal date.
- If quotes from vendors for hardware/software requests are part of this proposal, the final price may fluctuate and will be adjusted accordingly during the billing process.
- Labor identified as "Fixed Fee" will be billed at the quoted rate. Work not identified as fixed fee will be billed the actual number of hours.
- Re-occurring labor rates associated with this Proposal may be adjusted as part of any future periods/years to reflect REJIS adjusted rates, which will not exceed a five percent (5%) increase. The adjusted rate then becomes the new rate for any future adjustment calculations.
- All agencies that access REJIS services must meet anti virus and NCIC/CJIS security requirements.
- For custom code developed by REJIS, the following statement applies. "As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed software and will make it available to any/all regional government entity(ies) that can utilize this capability. REJIS retains title to all copyrights, trade secrets, and intellectual property rights to the software. The Agency agrees that the software shall not be disclosed, given, sold to, or used by another party without written approval of REJIS".
- Please contact your Client Services Representative with any questions.

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#3350

Customer: 30556 St. Charles City Police Department

Signature Page:

Sign Here

Customer Approval:		REJIS Approval:	
Signature:		Signature:	R. Burckhardt
Print Name:		Print Name:	Ryan A. Burckhardt
Title:		Title:	Chief Executive Officer
Date:		Date:	11/3/2025

3350

REJIS
When Data Matters

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#3350

Customer: 30556 St. Charles City Police Department

Prepared for:

Andrew Bradbury
Heather Schnelle
St. Charles City Police Department
1781 Zumbehl Drive
St. Charles, MO 63303-2763

TOTAL

$57,095.00

Expires: 2/1/2026

Date
11/3/2025

Client Service Rep:
Brian P Haley

Quantity	Item	FRQ	Rate	Amount
1	**Add-On Plan** This plan was used for Data Migration purposes			
1	**SW-0038 Media Services Capture Station Maintenance** Media Services is a regional mug shot system which allows users to capture photos with a digital camera and store these images in a regional database. These images are used to develop suspect lineups, register convicted sex offenders, and search for specific scars, marks, and tattoos that help identify suspects.	ANN	$2,392.00 131-746-001	$2,392.00
1	**WN-0031 Firewall Maintenance-Cisco ASA 5506 with Base License** This annual maintenance will begin after the first year.	ANN	$111.00 131-746-001	$111.00
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1	**WN-0202 Wireless Backup - T-Mobile-Monthly Service Fee**	MTH	$2,532.00 131-733-099	$2,532.00

3350

EXHIBIT 1

Subtotal	$57,095.00
Tax (0%)	$0.00
Total	$57,095.00

DO NOT PAY

Informational Purposes Only

Frequency information is provided to assist the customer in determining ongoing costs.

Frequency Codes:
OTO - One Time Only MTH - Monthly QTR - Quarterly SA - Semi Annually ANN - Annually

3350

REJIS
When Data Matters

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#3350

Customer: 30556 St. Charles City Police Department

Proposal Notes:

Provided agency with current billing line items that reflect cost to agency beginning on January 1, 2026 and going through December 31, 2026.

Line items should be listed in this document to reflect annual charges regardless of current billing structure.

Line items will be inserted by the REJIS Controller.

General Notes:

- Prices for REJIS software and services are valid for 90 days from the proposal date.
- If quotes from vendors for hardware/software requests are part of this proposal, the final price may fluctuate and will be adjusted accordingly during the billing process.
- Labor identified as "Fixed Fee" will be billed at the quoted rate. Work not identified as fixed fee will be billed the actual number of hours.
- Re-occurring labor rates associated with this Proposal may be adjusted as part of any future periods/years to reflect REJIS adjusted rates, which will not exceed a five percent (5%) increase. The adjusted rate then becomes the new rate for any future adjustment calculations.
- All agencies that access REJIS services must meet anti virus and NCIC/CJIS security requirements.
- For custom code developed by REJIS, the following statement applies. "As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed software and will make it available to any/all regional government entity(ies) that can utilize this capability. REJIS retains title to all copyrights, trade secrets, and intellectual property rights to the software. The Agency agrees that the software shall not be disclosed, given, sold to, or used by another party without written approval of REJIS".
- Please contact your Client Services Representative with any questions.

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#3350

Customer: 30556 St. Charles City Police Department

Signature Page:

Customer Approval:

Signature: _____

Print Name: _____

Title: _____

Date: _____

REJIS Approval:

Signature: R. Burckhardt

Print Name: Ryan A. Burckhardt

Title: Chief Executive Officer

Date: 11/3/2025



3350

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 2/3/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14057

Request for Council Action

Ward(s): 1 **Sponsor(s):** Bill Otto

Description:
Case No. PDA-2025-02. (Hummert International) An application for an amendment to the 370 Corporate Center Planned Development – Industrial District (Ord #11-45), specifically to add a new land use to be titled as "interior manufacturing and processing of soil". The subject properties are zoned PD-I Planned Development – Industrial District and located in Ward 1.

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

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

Summary:
The applicant has submitted an application to amend the existing 370 Corporate Center Planned Development – Industrial District. In association with the PDA, the applicant is requesting to add a new land use to the district. The proposed land use is titled "interior manufacturing and processing of soil." The applicant is proposing this land use to permit a proposed business within the district, specifically at 10 S. Corporate Hills Drive; however, if approved, the amendment would permit this land use at any location within the Planned Development. This request is specific to the added land use, with no additional amendments to the Planned Development proposed. The proposed use aligns with the present permitted uses and should not create an impact on the existing conditions of the planned development.

The Planning and Zoning Commissioner considered this item at their January 12, 2026 meeting where applicant representatives spoke and there were (5) speakers from the public with general questions and concerns regarding the district overall. After hearing public comment, the Commission voted to amend the request to specify that storage, in addition to processing, shall be interior only. The Commission voted 8 in favor, 0 opposed to forward the application, as amended 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. JSfor JHO Dir. of Admin.

Community Development

AGENDA ITEM #6

STAFF REPORT
PD-I PLANNED DEVELOPMENT
INDUSTRIAL DISTRICT – TEXT AMENDMENT
370 CORPORATE CENTER

JANUARY 12, 2026
BY MADELYN P. BROWN

APPLICANT:	Hummert International, Inc 502 Earth City Plaza, Suite 207 Earth City, MO 63045
OWNER:	10 LHE LLC P.O. Box 917 St. Charles, MO 63302
ADDRESS/LOCATION:	370 Corporate Center Planned Development Ward 1
ACRES:	Approximately 43.72 Acres (overall)
EXISTING ZONING:	PD-I Planned Development Industrial District
PROPOSED USE:	Major Amendment to an Existing PD – proposal to add Interior Manufacturing and Processing of Soil as a Land Use

SUMMARY OF REQUEST

The applicant has submitted an application to amend the existing 370 Corporate Center Planned Development – Industrial District to add a new land use to the district. The proposed land use is titled "interior manufacturing and processing of soil." The applicant is proposing this land use to permit a proposed business, Hummert International, within the district, specifically at 10 S. Corporate Hills Drive; however, if approved, the amendment would permit this land use at any location within the 370 Corporate Center Planned Development (see below limits of development on Figure 1 on page 2 of this report). This request is specific to the added land use, with no additional amendments to the Planned Development proposed. The proposed use aligns with the present permitted uses and should not create an impact on the existing conditions of the planned development.

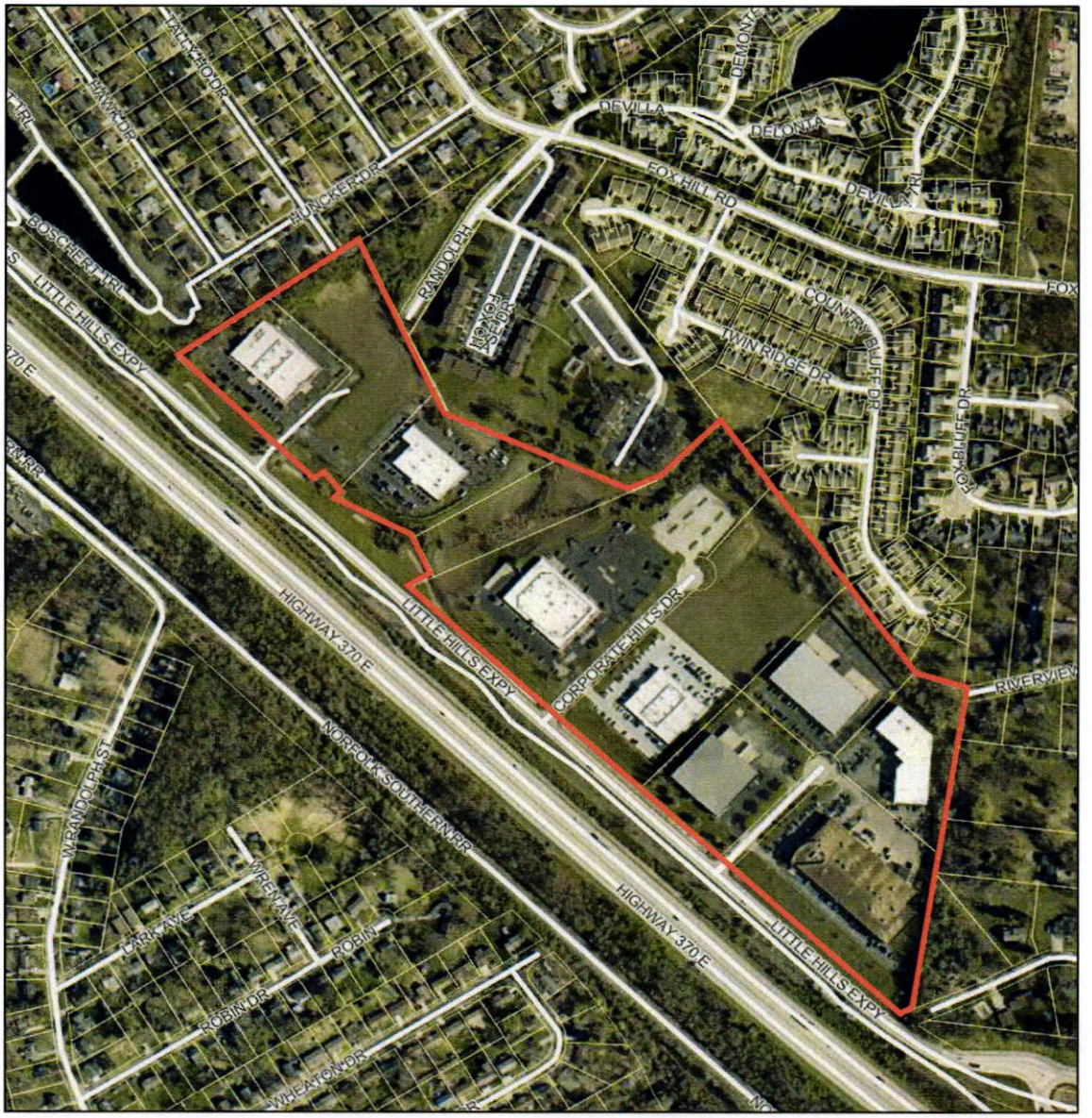


Figure 1: Aerial Photo depicting the 370 Corporate Center development.

BACKGROUND

The 370 Corporate Center development consists of eleven (11) lots and a total of nine (9) buildings, with the most recent building at 500 Corporate Hills Drive constructed in 2025. Originally, the development was zoned OBP (Office Business District), which permitted various commercial and light industrial uses by right. In November 2010, OBP was removed from the Zoning Code as a district. The subject development was the only development with an OBP zoning designation within the City at the time of its removal. According to a staff report from February 2011, the City of St. Charles proposed that the defunct zoning district be replaced with PD-I (Planned Development Industrial District), as it was the most appropriate and could be narrowly tailored to mimic the previous districts uses and design standards. All permitted uses, architectural/design standards, and performance standards for the OBP were transferred to the PD-I ordinance for the

370 Corporate Center (Ord. #11-45), with the only change at that time to permitted uses being the addition of manufacturing of aircraft parts.

STAFF ANALYSIS

As discussed above, the applicant is proposing the addition of "interior manufacturing and processing of soil" as a permitted use to the 370 Corporate Center PD-I. The applicant, Hummert International, Inc., has provided a business plan which details the operations which would take place under the proposed land use. Per the provided business plan, the primary use is whole sale distribution of soil to "stock and sell products to greenhouse growers, landscapers, plant scientists, nurseries, retailers, educators, municipalities, and the public". Also associated with the business is the processing and "devitalization" of plant material to produce soil for storage and export. All operations take place within an enclosed warehouse space.

Pursuant to the City of St. Charles Zoning Code, the proposed use is most similar to the land use identified as "storage/manufacture of stone products, sand, and gravel." The storage of stone products, sand, and gravel is permitted through approval of a Conditional Use Permit starting in the C-3 Highway Business District, while the manufacturing component is permitted within the I-2 Heavy Industrial District. Based upon these factors, staff find that *interior* manufacturing and processing of soil could be appropriate within the PD-I ordinance.

Currently, the PD-I permits various uses which are permitted by right within the I-1 (Light Industrial District) and I-2 District only. The manufacturing of aircraft parts is the only use permitted within the PD-I that is only permitted within the I-2 District. Similarly, the proposed use is most aligned with uses identified within the I-2 District only; however, it is the opinion of staff that the existing performance standards outlined in the PD-I, including regulations related to noise, odor, and other off-site impacts, would make this use appropriate within the District. Additionally, this use is specific to the interior of the building only, which further reduces the potential impact of the use.

To further minimize any potential impact this use may have on the surrounding area and neighboring properties, the Planning and Zoning Commission may determine whether the use is most appropriately classified as a permitted or conditional use. Presently, the PD-I District does not list Conditional Uses, with all uses either permitted by right or prohibited. Given that the proposed use is interior only with all operations conducted entirely within an enclosed building and is expected to have a low chance of impact on neighboring properties, staff recommends the use be permitted. However, the final determination is left to the purview of the Planning and Zoning Commission.

PD-I Proposed Amendment

The following text amendment to the PD-I will read as follows:

A. Permitted Uses. The list of permitted uses within the 370 Corporate Center PD-I District shall be amended to include the following additional land use:
    1) Interior manufacturing and processing of soil, defined as the manufacturing, processing, or preparation of soil or soil-based products conducted within an enclosed building, with no outdoor processing.

CONCLUSION

In summary, the proposed text amendment to the 370 Corporate Center PD-I accomplishes the following:

- Add "interior manufacturing and processing of soil" as a permitted land use within the PD-I.
- Allow the use at any property within the 370 Corporate Center Planned Development, subject to applicable approval and permitting requirements.
- Maintain the existing development standards and performance standards of the PD-I district.

The proposed text amendment would not accomplish the following:

- Approve a specific site plan.
- Modify existing development standards, architectural requirements, or performance standards of the PD-I district.
- Authorize outdoor manufacturing, processing, or storage activities not otherwise permitted by the PD-I ordinance.
- Exempt any future development or business from required site plan review, Conditional Use Permit approval, or any other applicable City approvals.

Staff Recommendation

As proposed, the requested amendment is consistent with the intent of the 370 Corporate Center PD-I District. Staff recommends approval of the proposed text amendment as submitted.

Recommended Motion

Motion to forward a recommendation of approval to City Council for application PDA-2025-02 as submitted.

Hummert International, Inc.

Mission: To strengthen the horticulture industry by supporting growers with reliable products, innovative solutions, and trusted partnerships.

The vast majority of Hummert's business is basic wholesale distribution. We stock and sell products to greenhouse growers, landscapers, plant scientists, nurseries, retailers, educators, municipalities, and the public. Sonny Hummert, our late third-generation owner and president described the company as selling what one would need to grow or kill a plant and everything you would see in a greenhouse including the greenhouse.

We no longer sell the extensive selection we once offered, but we do our best to service this idea. Approximately one-third of our sales ship directly to our customers from manufacturers or other distributors. We either ship or deliver inventoried products from our warehouses in Topeka, Kansas and Earth City, Missouri.

The Earth City warehouse also performs what we term "Plant Growth Logistics & Services" (PGLS). https://www.hummertinternational.com/pgls/ . It is a system of product and service delivery and waste disposal to address the needs of local researchers wanting to focus their efforts on science. A typical cycle starts with an order for pre-filled containers. The researcher needs X number of Y pots with Z mixture of soil and possibly fertilizer. Hummert fills the containers and delivers them where and when the order specifies. At the time of delivery, Hummert picks up the remains of the containers and plant material from completed research and brings it back to the warehouse for devitalization and disposal. Picture this happening for a multitude of researchers in a facility in multiple locations.

Devitalization is simply making certain the plant material is dead. To do this we place bins (roughly 4'x4'x4') of waste into an autoclave and "cook" it. An autoclave is essentially a specialized, heavy-duty version of a kitchen pressure cooker. Both use steam under pressure to achieve their purpose, but while a pressure cooker is designed to cook food quickly, an autoclave is engineered to sterilize. Hummert utilizes two such autoclaves fed by a boiler.

The functions of transport, short-term storage, and devitalization are federally regulated and permitted and account for less than 4% of our sales. Hummert International maintains strict SOPs and is under contract with one customer to perform these functions within these procedures. Mandatory equipment inspections occur annually. Other inspections happen announced. Hummert International has never had an incident with people or equipment involved with devitalizing plant material.

Docusign Envelope ID: BD966FCE-A258-4EE1-9F00-8DDCE3A1810C

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot 7 of 370 Corporate Center Plat One, Plat Book 35, Pages 324 & 325 as Recorded in the Office of the Recorder of Deeds of St. Charle County, Missouri

Bill No. 10439 Ordinance No. 11-45

Sponsor: Richard Veit

An Ordinance Rezoning to Zoning District PD-I (Planned Development-Industrial District) from Zoning District OBP (Office Business District), All Lots Located Within 370 Corporate Center Plat One and 370 Corporate Center Plat Two.

Whereas, on November 16, 2010 the City Council of the City of St. Charles amended the Zoning Code of the City of St. Charles in an effort to streamline the City's Development Regulations; and

Whereas, as part of the November 16, 2010 Zoning Code Amendment, the City removed the OBP Office Business Zoning District from the Zoning Code; and

Whereas, as a result of the November 16, 2010 Zoning Code Amendment, 370 Corporate Center must be rezoned to a Zoning District existing under the revised Zoning Code; and

Whereas, the City has presented an application to rezone the property to PD-I (Planned Development-Industrial District); and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this proposal and made a recommendation 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, interested individuals and other citizens were given 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 156 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:

370 Corporate Center Plat 1 and 370 Corporate Center Plat 2 are rezoned from City Zoning District OBP (Office Business District) to City Zoning District PD-I (Planned Development-Industrial District).

SECTION 2. The Development Standards applicable to the PD-I (Planned Development-Industrial District) attached hereto as **Exhibit A**, are incorporated by this reference.

Bill No. 10439

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

March 15, 2011
Date Passed

Michael Klinghammer, Presiding Officer

March 16, 2011
Date Approved

Patricia M. York, Mayor

Approved as to Form:

2/23/2011
Michael J. Valenti, City Attorney Date

Attest:

City Clerk

T:\ORDINANC\REZONE\370 Corporate Center Rezoning to PD-I.docx

EXHIBIT A

(A) *Permitted Uses.* The following activities are permitted subject to the development and performance standards set forth herein:

(1) General business offices.

(2) Research laboratories and facilities.

(3) Veterinary office, clinic, and/or hospital.

(4) Direct mail advertising service businesses.

(5) Computer and data processing service businesses.

(6) Professional offices, including but not limited to contractors, professionals, engineers, architects, and land surveyors.

(7) Business, professional, and technical schools and universities.

(8) Commercial laboratories, including testing and photofinishing laboratories, but not including testing combustion engines or explosives.

(9) Enclosed recreational uses, including tennis, handball or paddleball, swimming, skating, gymnasium or health club, bowling, and similar recreational uses.

(10) Office facilities for carrying out administrative functions in conjunction with any of the above permitted uses or for the sale and/or display of industrial and commercial goods.

(11) Retail uses ancillary to the uses above if they are part of an overall planned development of greater than 60,000 square feet of floor area under single ownership and control with the ancillary use being no more than five percent of the overall floor area and integrated into the overall site design.

(12) Generally light manufacturing uses similar to those listed below, which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, dust, smoke, lint, odor, heat or glare, than that which is generally associated with light industries of the types specifically permitted below:

(a) Manufacture or assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

(b) Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products, sheet metal products and vitreous enameled metal products.

(c) Beverage blending or bottling, bakery products manufacturing, candy manufacturing, dairy products and ice cream manufacturing, fruit and vegetable processing and canning, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.

(d) Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, printing and finishing of textiles and fibers into fabric goods.

(e) Manufacture of boxes, furniture, cabinets, baskets, and other wood products of similar type and size.

(f) Compounding of cosmetics, toiletries, drugs and pharmaceutical products.

(g) Manufacture of aircraft parts.

(13) Offices and office buildings.

(14) Storage of goods used in or produced by permitted uses, including storage warehouses in connection with office uses.

(15) Placement of a telecommunication antenna on an existing telecommunication tower (co- location) where no expansion or enlargement of the existing tower enclosure is required.

(B) *Accessory Uses.* Accessory uses shall be complementary and subordinate to a principal use which is permitted within the zoning district. Permitted accessory uses in this zoning district shall include the following uses and structures:

(1) Buildings for storage of equipment and property related to the principal use.

(2) Clinics, cafeterias, lounges, and recreational areas for employees.

(3) Retail and personal service establishments located within any permitted use.

(4) Conference or training facilities.

(C) *Design Standards.* The following design standards are required in this PD-I District:

(1) Design unity. Development within this PD-I District should demonstrate a logical layout and pattern of streets and open space; a well-conceived landscape plan and design unity of street furniture and signage.

(2) Open space system. The development should integrate a common open space system and stormwater drainage system. The common open space system includes recreational areas; environmental reserves protected from development or retained for their scenic beauty; the storm drainage system; and open space around any centralized management, service, or administrative center. The storm drainage system includes conduits, swales, streams, wetlands, and surcharge

retention ponds sufficient to contain storm drainage on the tract and to avoid localized flooding on individual lots or other abutting and nearby parcels outside of the tract.

(3) The development should demonstrate a site layout and design that integrates individual lots within the overall development context.

(4) Minimum lot area: Two acres for freestanding, single lot developments.

(5) Minimum lot width: 200 feet.

(6) Maximum lot coverage: 70% This represents that portion of the site which is covered by impermeable surfaces such as buildings or paving for access, circulation, loading, and parking.

(7) Minimum setback requirements, measured from building line to property line:

(a) Front yard setback, 35 feet, except 50 feet adjoining residential district.

(b) Side yard setback, 25 feet, except 50 feet adjoining residential district.

(c) Rear yard setback, 35 feet, except 50 feet adjoining residential district.

(8) Maximum height: 60 feet or four stories, unless all requirements set forth in § 156.105 are met.

(D) *Landscaping and screening.*

(1) All side and rear yards shall maintain a minimum of a 15 foot landscaped strip adjacent to the property line. For each 30 feet of linear distance, the following shall be provided:

(a) One tree of a minimum of two and one-half inch caliper.

(b) Ten two-gallon container shrubs.

Trees and shrubs are not required to be planted every 30 feet on-center, but may be clustered.

(2) All front yards required under this chapter shall be landscaped with a minimum of one tree of two and one-half inch caliper per 30 feet and a minimum of five shrubs for each 30 feet. All landscaping shall be maintained in good condition.

(3) Where this development 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 50 feet in width shall be provided and maintained along the appropriate property line by the users of the PD-I property. The open area shall be planted with trees and shrubs. A minimum of one tree shall be planted per 30 lineal feet or fraction thereof for any frontage along a residential zoning

district. Required trees shall be at least 2½ inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than 2½ 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 50-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the PD-I side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

(a) A continuous visual screen with a minimum height of six feet, such screen consisting of a compact evergreen hedge or foliage screening; or

(b) An ornamental masonry wall or wood fence, at least six feet in height above grade, in which case one shrub shall be planted in the greenbelt per ten lineal feet or fraction thereof. Required shrubs shall be a minimum of 18 inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

(4) The following specific uses or features shall be screened from adjacent properties and from public view by the installation of a fence, wall, hedge, landscaping, earth berm, natural buffer, or any combination thereof:

(a) All exterior solid waste containers and container racks or stands, including but not limited to dumpsters, and incinerators. The enclosed area shall have a concrete floor.

(b) Service entrances and utility facilities.

(c) Loading docks or spaces.

(d) Outdoor storage of material stocks, or equipment, including but not limited to, motor vehicles, farm or construction equipment, or other similar items.

(5) Screening standards. In addition to the standards set forth elsewhere in this chapter, the following standards apply to all screening:

(a) Minimum height of any screening shall be that which is sufficient to visually separate uses within the subject property from adjoining properties and streets.

(b) Height of any screening materials on a corner is controlled by vehicular sight distances.

(c) Shrubs used as screening materials shall be of evergreen varieties.

(E) *Off-street parking and loading.*

(1) No parking shall be permitted in a required front yard.

(2) Loading operations shall be conducted at the side or rear of buildings. In the process of loading or unloading, no truck will extend into any public or private drive or street used for traffic circulation.

(3) Adequate parking and loading space shall be provided off the street for all employees and traffic to the building, if necessary in excess of the minimum requirements of §§ 156.115 et seq.

(F) *Performance standards.*

(1) All operations must take place within a fully enclosed building.

(2) All storage of materials and equipment shall be within a fully enclosed building or a screened rear yard not visible to an adjacent property. Screening shall be defined as sight-proof fences or walls.

(3) Access points shall minimize traffic congestion. Whenever possible, access to a roadway shall be made to service more than one lot.

Bill No. 14057 Ordinance _____

Sponsor: Bill Otto

AN ORDINANCE AMENDING ORDINANCE NUMBER 2011-45 FOR THE 370 CORPORATE CENTER PLANNED DEVELOPMENT – INDUSTRIAL DISTRICT, AS AMENDED BY ORDINANCE NUMBER 2014-202, SPECIFICALLY TO ADD A NEW LAND USE TO BE TITLED AS "INTERIOR MANUFACTURING AND PROCESSING OF SOIL."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, AS FOLLOWS:

SECTION 1. The Development Standards set forth in Exhibit A of Ordinance Number 2011-45, as amended by Ordinance Number 2014-202, are further amended to include the following additional land use as a Permitted Use:

Interior manufacturing and processing of soil, defined as the manufacturing, processing, or preparation of soil or soil-based products conducted within an enclosed building, with no outdoor processing or storage.

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 1/26/27

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk



T:\ORDINANCES\ORDINANCES\REZONE\370 Corporate Center Amended PD-1 to allow interior manufacturing & processing soil 02.03.2026.docx

Underlined text is inserted.

Bill No. 11407 Ordinance No. 14-202

Sponsor: Mary Ann Ohms

An Ordinance Amending Ordinance Number 2011-45 for the Planned Development-Industrial District for 370 Corporate Center Plat One and 370 Corporate Center Plat Two to Include Electronics Recycling as a Permitted Use.

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

SECTION 1. The Development Standards set forth in Exhibit A of Ordinance Number 2011-45 are amended to include electronics recycling as a permitted use.

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

Sept. 23, 2014
Date Passed

Dave Beckering, Presiding Officer

9/24/14
Date Approved by Mayor

Sally A. Faith, Mayor

Approved as to Form:

8-27-2014
Michael J. Valenti, City Attorney Date

Attest:

City Clerk

T:\ORDINANC\REZONE\370 Corporate Center Amending PD-I to allow electronic recycling 8-27-2014.docx

EXHIBIT A

Bill No. 10439 Ordinance No. 11-45

Sponsor: Richard Veit

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Whereas, the City has presented an application to rezone the property to PD-I (Planned Development-Industrial District); and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this proposal and made a recommendation 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, interested individuals and other citizens were given 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 156 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:

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SECTION 2. The Development Standards applicable to the PD-I (Planned Development-Industrial District) attached hereto as **Exhibit A**, are incorporated by this reference.

EXHIBIT A

Bill No. 10439

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

March 15, 2011
Date Passed

Michael Klinghammer, Presiding Officer

March 16, 2011
Date Approved

Patricia M. York, Mayor

Approved as to Form:

2/23/2011
Michael J. Valenti, City Attorney Date

Attest:

City Clerk

T:\ORDINANC\REZONE\370 Corporate Center Rezoning to PD-I.docx

EXHIBIT A

(A) *Permitted Uses.* The following activities are permitted subject to the development and performance standards set forth herein:

(1) General business offices.

(2) Research laboratories and facilities.

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(9) Enclosed recreational uses, including tennis, handball or paddleball, swimming, skating, gymnasium or health club, bowling, and similar recreational uses.

(10) Office facilities for carrying out administrative functions in conjunction with any of the above permitted uses or for the sale and/or display of industrial and commercial goods.

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(a) Manufacture or assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

(b) Manufacture or assembly of boats, bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery and hardware products, sheet metal products and vitreous enameled metal products.

(c) Beverage blending or bottling, bakery products manufacturing, candy manufacturing, dairy products and ice cream manufacturing, fruit and vegetable processing and canning, but not distilling of beverages or slaughtering of poultry or animals, or processing or bulk storage of grain or feeds for animals or poultry.

(d) Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, printing and finishing of textiles and fibers into fabric goods.

(e) Manufacture of boxes, furniture, cabinets, baskets, and other wood products of similar type and size.

(f) Compounding of cosmetics, toiletries, drugs and pharmaceutical products.

(g) Manufacture of aircraft parts.

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retention ponds sufficient to contain storm drainage on the tract and to avoid localized flooding on individual lots or other abutting and nearby parcels outside of the tract.

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(6) Maximum lot coverage: 70% This represents that portion of the site which is covered by impermeable surfaces such as buildings or paving for access, circulation, loading, and parking.

(7) Minimum setback requirements, measured from building line to property line:

(a) Front yard setback, 35 feet, except 50 feet adjoining residential district.

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(2) All front yards required under this chapter shall be landscaped with a minimum of one tree of two and one-half inch caliper per 30 feet and a minimum of five shrubs for each 30 feet. All landscaping shall be maintained in good condition.

(3) Where this development 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 50 feet in width shall be provided and maintained along the appropriate property line by the users of the PD-I property. The open area shall be planted with trees and shrubs. A minimum of one tree shall be planted per 30 lineal feet or fraction thereof for any frontage along a residential zoning

district. Required trees shall be at least 2½ inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than 2½ 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 50-foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the PD-I side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

(a) A continuous visual screen with a minimum height of six feet, such screen consisting of a compact evergreen hedge or foliage screening; or

(b) An ornamental masonry wall or wood fence, at least six feet in height above grade, in which case one shrub shall be planted in the greenbelt per ten lineal feet or fraction thereof. Required shrubs shall be a minimum of 18 inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

(4) The following specific uses or features shall be screened from adjacent properties and from public view by the installation of a fence, wall, hedge, landscaping, earth berm, natural buffer, or any combination thereof:

(a) All exterior solid waste containers and container racks or stands, including but not limited to dumpsters, and incinerators. The enclosed area shall have a concrete floor.

(b) Service entrances and utility facilities.

(c) Loading docks or spaces.

(d) Outdoor storage of material stocks, or equipment, including but not limited to, motor vehicles, farm or construction equipment, or other similar items.

(5) Screening standards. In addition to the standards set forth elsewhere in this chapter, the following standards apply to all screening:

(a) Minimum height of any screening shall be that which is sufficient to visually separate uses within the subject property from adjoining properties and streets.

(b) Height of any screening materials on a corner is controlled by vehicular sight distances.

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(E) *Off-street parking and loading.*

(1) No parking shall be permitted in a required front yard.

(2) Loading operations shall be conducted at the side or rear of buildings. In the process of loading or unloading, no truck will extend into any public or private drive or street used for traffic circulation.

(3) Adequate parking and loading space shall be provided off the street for all employees and traffic to the building, if necessary in excess of the minimum requirements of §§ 156.115 et seq.

(F) *Performance standards.*

(1) All operations must take place within a fully enclosed building.

(2) All storage of materials and equipment shall be within a fully enclosed building or a screened rear yard not visible to an adjacent property. Screening shall be defined as sight-proof fences or walls.

(3) Access points shall minimize traffic congestion. Whenever possible, access to a roadway shall be made to service more than one lot.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 02/03/2026
Regular (X) Special () Work Session ()
ATTACHMENT: YES (X) NO ()

Request for Council Action

Description: Discussion and possible decision regarding whether to appeal the Landmarks Board's determination in Case No. D-2025-020 (900 Main Street) related to the demolition of Building 90 within the American Car Foundry Complex.

Summary:

On January 26, 2026, the Landmarks Board authorized demolition of Building 90 within the American Car Foundry Complex by determining that "preservation of the structure is" not "technologically and economically feasible." Because the City is an adjacent landowner to Building 90, the City "may appeal a decision of the Historic Landmarks Preservation and Architectural Review Board to the City Council by filing a notice of appeal with the City Clerk within ten (10) days of the date of the decision of the HLPARB." § 400.1310.A. This discussion item is to determine whether the City should appeal Landmarks' decision; if that appeal occurs, then Council will (at a later date) be required to determine whether "preservation of the structure is technologically and economically feasible."

Staff recommended a finding that the structure **is** technologically and economically feasible for preservation, which would have meant that the structure could not be demolished. One vote was in favor of that determination, and five votes were opposed to that determination, so the Landmarks Board authorized demolition of the structure.

Following discussion, Council may consider the following motion:

Pursuant to City Code Section 400.1310, I move to direct staff to file an appeal (on behalf of the City as an adjoining landowner) of the decision in D-2025-020 that preservation of Building 90 is not technologically and economically feasible.

By: Emily Galantowicz, Assistant City Clerk Date: 01/28/2026

Executive Summary

Case No. D-2025-020
Prepared By: Planning Staff

Due to the extent of this report, Staff is providing an executive summary for the proposed removal of Building 90 located at 900 Main Street in the American Car Foundry complex. As required by Section 400.1190(D)(2), in those cases where the applicant seeks authorization to demolish a building or structure, the affirmative vote of five (5) members of Landmarks Board is required.

PROJECT SUMMARY

The applicant is requesting approval for the demolition of Building 90, located at 900 Main Street, within the Frenchtown Preservation District and the American Car Foundry (ACF) complex. Building 90 is a one-story industrial masonry structure constructed circa 1908, with a non-contributing metal-clad northern addition constructed in 1954. The ACF complex as a whole is listed on the National Register of Historic Places as a contributing property to the Frenchtown Preservation District, and demolition requests within the district require review and approval by the Historic Landmarks Preservation and Architectural Review Board (HLPARB).

In accordance with Section 400.1280 of the Zoning Ordinance, the applicant submitted a historical and architectural significance report evaluating the structure against the ten (10) required criteria. Based on the applicant's documentation and independent staff analysis, Building 90 meets eight (8) of the ten (10) criteria for historical significance. In addition, the building is also considered historically significant by default due to its inclusion within the contributing ACF complex. **Staff therefore recommends that Building 90 be formally found historically significant.**

Recommended Motion:
Motion to find Building 90 located at 900 Main Street to be historically significant.

Following a determination of significance, the Board must evaluate whether preservation of the structure is technologically and economically feasible. The applicant provided the required:

- Structural condition assessment prepared by a licensed engineering firm.
- Detailed conceptual repair cost estimates.
- Certified real estate appraisals evaluating multiple redevelopment scenarios
- Additionally, floodplain constraints were also provided for further justification.

Based on the totality of the evidence and subsequent analysis, Staff finds that Building 90 is historically significant and that its preservation is **both technologically and economically feasible**. Accordingly, Staff recommends denial of the demolition request for the contributing portion of the structure but does encourage consideration of partial demolition limited to the non-contributing addition on the north end of the structure.

Recommended Motions:
Motion to find the preservation of Building 90 at 900 Main Street to be technologically and economically feasible.

AGENDA ITEM #6E

STAFF REPORT
DEMOLITION OF BUILDING 90
900 MAIN STREET
CASE NO. D-2025-20

BY TAYLOR MOORE (PRESERVATION ANALYSIS & JOHN BOYER (FLOODPLAIN ANALYSIS)

APPLICANT:	Jeff Simmons BAX Engineering 221 Point West Blvd St. Charles, MO 63301
OWNER:	St. Charles Properties 625 North Main Center St. Charles, MO 63301
ADDRESS/LOCATION:	900 Main Street - Building 90
ZONING:	I-2: Heavy Industrial District & PD-MU: Planned Development – Mixed Use within the FPD: Frenchtown Preservation District
REQUEST	Demolition of Building 90
MEETING DATE:	January 26, 2026

SUMMARY/BACKGROUND

Located in the Frenchtown Preservation District, the subject property is 900 Main Street, commonly referred to as "Building 90" of the American Car Foundry (ACF). The subject structure is the 1-story, 94' x 475' (44,650 square feet) masonry structure known as Building 90 within the larger ACF complex (See Figures 1 on page 2 of this report). The building was constructed around 1908, and a metal-clad addition was constructed on to the northern side in 1954. The addition extended the structure by an additional 158', making the structure a total of approximately 57,126 sq. ft. The ACF as a whole is considered a contributing property to the national Frenchtown Preservation District, as the 1991 National Register for Frenchtown identifies the property as one large complex. While the complex is listed, each building is not individually listed; however, due to the complex's overall designation, it is essential that the demolition process for the subject building adheres to the requirements set forth for demolitions in historic districts.

From review of available records (City building records and the nomination survey) Building 90 has only been slightly modified from its original construction date. The most notable alterations include the northern addition, which is considered non-contributing to the district, and the infill of all the arched openings with green corrugated fiberglass panels. Presently, the structure is occupied

by an indoor sports and event venue (i.e. Gun Show, Trade Show, etc.), that has operated within the building for quite some time at this site. As required by City Code, review by the Landmarks Board is required prior to any alteration of a structure within a historic district of the City, including the requested demolition via Section 400.1270. This report will provide an analysis of the proposal along with documentation for compliance with demolition standards within a historic district of the City.



Figure 1: Building 90 seen presently (looking north).



Figure 2: Building 90 seen from North 2nd Street (grey area is the 1954 addition).

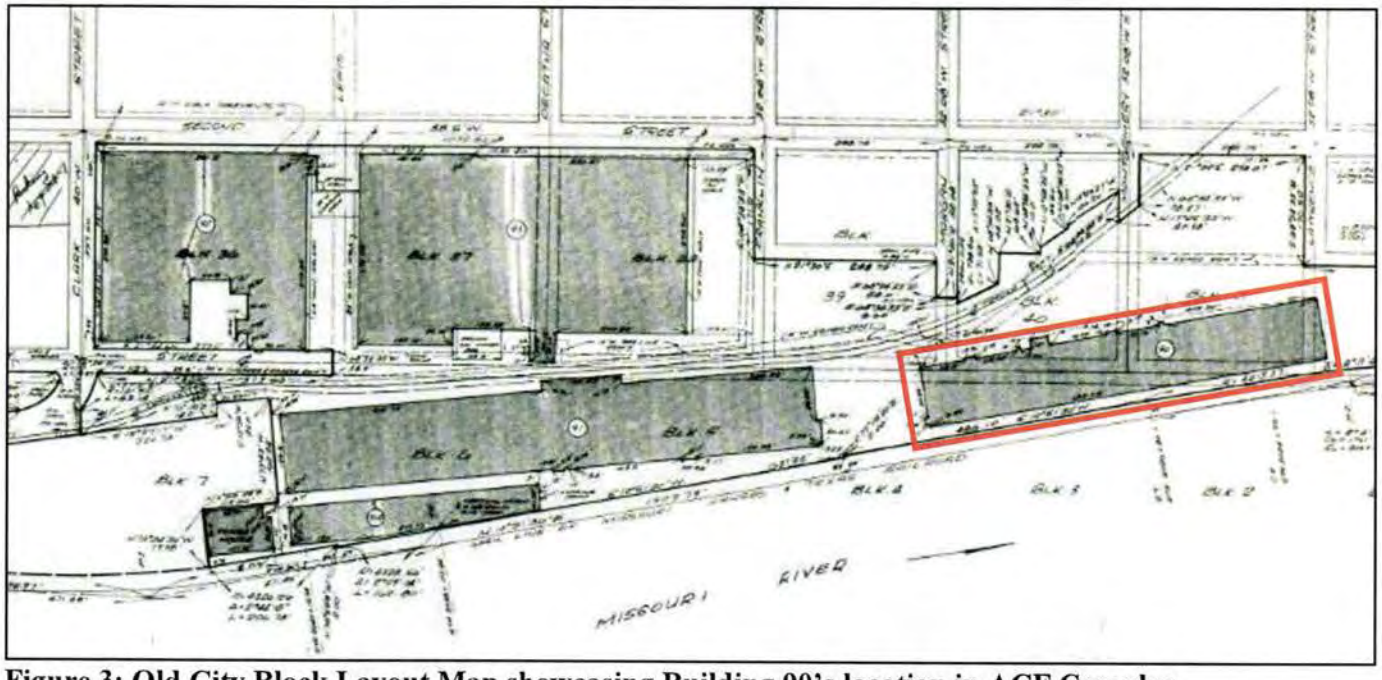


Figure 3: Old City Block Layout Map showcasing Building 90's location in ACF Complex.

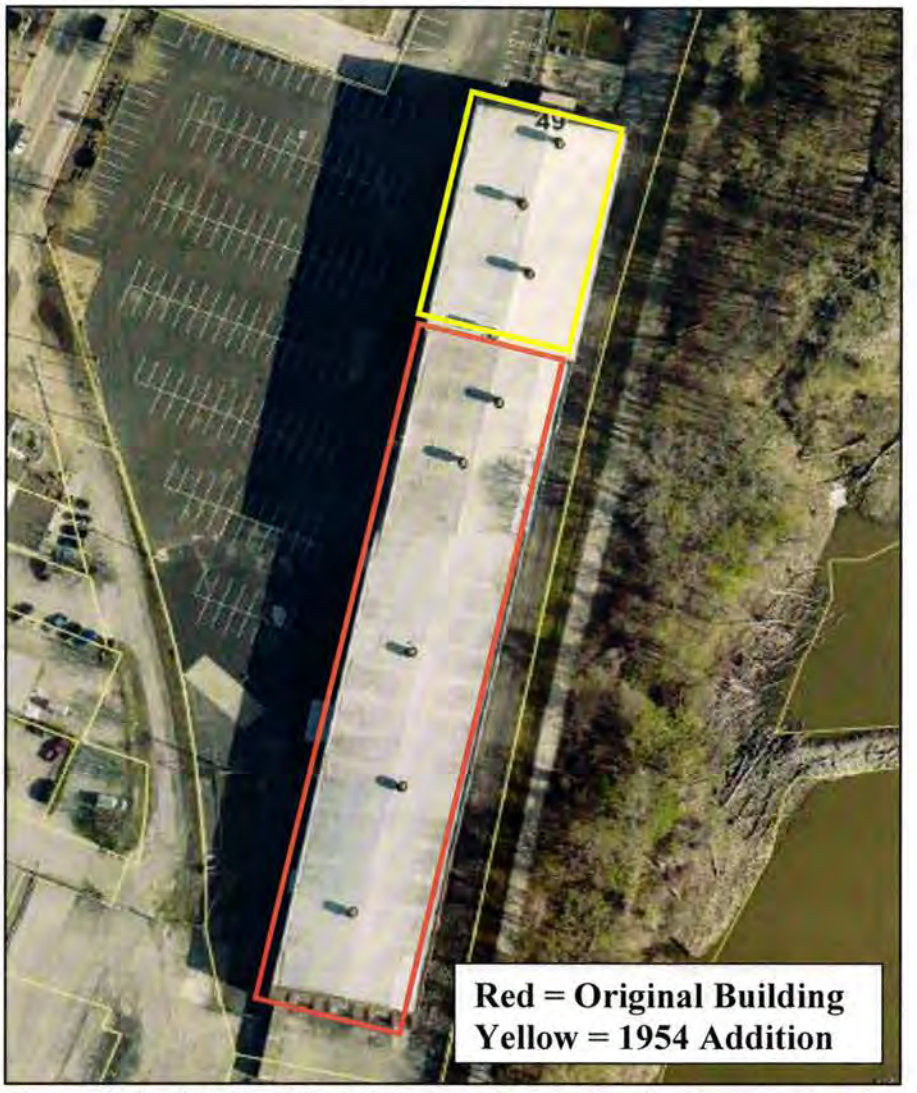


Figure 4: Aerial of subject structure showcasing the two construction periods.

DEMOLITION ANALYSIS

The City's Zoning Ordinance requires that as part of an application for demolition, a report analyzing the historical and/or architectural significance of the property must be submitted to the Landmarks Board for review prior to demolition. The report must be written by a professional architect, architectural historian, historic preservation consultant, city planner, archaeologist or art historian. The ordinance requires that the property must be evaluated using the ten (10) criteria provided in Section 400.1280(F), as outlined below. The applicant has provided a detailed written report compliant with the above standard, which is provided with your packet for review. Provided below is the City review standards with additional staff analysis.

Note: Each of the ten (10) criteria's have both been evaluated by the Architectural Historian as well as Staff. Provided below are the evaluations of the criteria (applicant's response is in **bold** and staff's analysis is in ***bold italics***):

Criterion 1: The property's character, interest or value as part of the development, heritage or cultural characteristics of the community, county, state or country.

Applicant: Building 90 is part of the American Car Foundry Complex, which opened on the location in 1886. The building was used primarily for the manufacturing of rail cars. During the World Wars manufacturing included light tanks, hospital cars, and parts for artillery vehicles. Manufacturing ended at the location in 1959. In recent years Building 90 has been used for sporting events, including tennis, soccer, volleyball, and martial arts.

Building 90 was constructed in two (2) phases. The first (1st) phase was constructed of bearing brick masonry on concrete foundations, with steel roof trusses carrying wood deck and layered roll roofing. The window openings are spanned with low arched brick headers. Long ago window units were removed, and the remaining openings infilled with corrugated green panels. The walls are thickened by brick pilasters to serve as haunches for truss bearing points.

The second (2nd) phase of the building was an extension of similar dimensions, but constructed of steel structural frame and thin corrugated sheet as an exterior skin. Both phases represent utilitarian design of their time.

Staff: ***Staff does concur with the applicant's answer. Building 90 is a part of the American Car Foundry (ACF) complex which contributed to the development, heritage, and cultural characteristics of the City, specifically the Frenchtown area.***

Criterion 2: The property's location as a site of a significant local, county, state or national event.

Applicant: Building 90 is part of the group of buildings that operated as the American Car Foundry. The building housed manufacturing of rail cars from the late 1800s into the late 1950s.

Staff: ***Staff does concur with the applicant's answer. The property as a whole is significant to local, county, state, and national events, as it once was the largest producer of railcars within the United States. Additionally, manufacturing occurred at the complex during both World Wars for military vehicles.***

Criterion 3: The property's identification with a person or persons who significantly contributed to the development of the community, county, state or country.

Applicant: To our knowledge, Building 90 does not have this kind of identification.

Staff: ***Staff does concur with the applicant's answer. The building is not associated with a significant person to the community.***

Criterion 4: The property's embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous material.

Applicant: Building 90 was constructed in two (2) phases. The first (1st) phase was constructed of bearing brick masonry on concrete foundations, with steel roof trusses carrying wood deck and layered roll roofing. The window openings are spanned with

low arched brick headers. Long ago window units were removed, and the remaining openings infilled with corrugated green onduline panels. The walls are thickened by brick pilasters to serve as haunches for truss bearing points. The second (2nd) phase of the building was an extension of similar dimensions, but constructed of steel structural frame and thin corrugated sheet as an exterior skin. Both phases represent utilitarian design of their time.

Staff: ***Building 90 is an example of 19th century Industrial Style with Colonial Revival influences. These types of character defining features were common for industrial structures in the late 19th Century, therefore making its architectural style valuable for the study of the time period. Additionally, Building 90 and the overall complex were constructed with red brick from the local region and feature similar architectural designs.***

Criterion 5: The property's identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, county, state or country

Applicant: To our knowledge, Building 90 does not have this kind of identification.

Staff: Staff does concur with the applicant's answer. There is no specific documentation for if this structure was built by a master builder, designer, architect or landscape architect

Criterion 6: The property's embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant.

Applicant: Intended for manufacturing, Building 90 is utilitarian in its nature, design, and aesthetic. The strongest evidence for this is the fact that the north addition was constructed in steel with corrugated skin, instead of bearing masonry to match the original building. In both cases, the most utilitarian methods were used

Staff: As described in Criterion 4, the design and architectural style of Building 90 was typical of industrial structures constructed during this time. Although this design was common throughout the nation, the features could still be considered architecturally significant as they can be seen on all structures throughout the ACF Complex.

In regards to the north addition, the 1991 National Register Survey lists this portion of the structure as non-contributing. This is likely due to being constructed outside of the district's period of significance as well as being built with non-historical materials. As such, this portion of the structure would not embody elements of design, detailing, materials, or craftsmanship rendering it architecturally significant.

Criterion 7: The property's embodiment of design elements that make it structurally or architecturally innovative.

Applicant: To our knowledge, Building 90 does not have this kind of identification.

Staff: Staff does not agree with the applicant's answer. Specific features of the structure and design elements make the building architecturally innovative, especially due to all structures in the complex having a harmonious design and appearance. However, the building would not be considered structurally innovative as the design was common of the time period for utilitarian buildings.

Criterion 8: The property's unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or city.

Applicant: Building 90 is part of the ACF district of manufacturing and storage buildings. Consistent with its use as a manufacturing building, it is noteworthy for its height and length. It sits adjacent to the Katy Trail, some distance away from the traffic of Second Street, thus avoiding a significant impact to the scale of Frenchtown's streetscape

Staff: *Staff does not agree with the applicant's answer. Yes, the building is part of the greater ACF complex of warehouses and industrial buildings. However, North Second Street is a highly traveled road that links the Historic Main Street district to the Frenchtown district. Building 90's west façade is highly visible along this throughway, and the east façade is directly adjacent to the KATY Trail, therefore making it a familiar visual feature of the neighborhood, community, and city. Furthermore, the Main Street Extension Project is scheduled to begin this year. Building 90 will be highly visible along this extension, as well as visible from the new City Centre Complex.*

Criterion 9: The property's character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses; accessory buildings such as summer kitchens, smokehouses, or barns; schools; churches; public buildings; institutional offices; or other commercial structures, with a high level of integrity or architectural significance.

Applicant: Building 90's character is consistent with the 19th century industrial buildings of the time, but does not suggest any unique characteristics. The large northern addition is consistent with the utilitarian design and structural efficiency of 20th century industrial buildings.

Staff: *While Staff does concur with the applicant's due to the fact the building itself is a utilitarian structure, the building embodies features that do make it more architecturally appealing than standard utilitarian buildings. Therefore, Staff believes it does meet this criterion for architectural significance.*

Criterion 10: The fact that it has yielded, or may be likely to yield, information important in history.

Applicant: The history of the American Car Foundry Complex has been well-documented over the years. The historical value of the buildings have been studied, even as they have been vacant and fallen into disrepair. Building 90 has been an open shell for decades, allowing access for study and discovery. It is not likely to yield any additional information that has not been accessible for decades.

Staff: *Staff does concur with the applicant's answer. The structure has yielded important information and will be able to do so in the future.*

SECTION 400.1280: CERTIFICATES OF DEMOLITION OR REMOVAL

A. Except as otherwise provided in 400.1280(B), no permit for the demolition or removal of an historic landmark or any structure within an historic district shall be issued by the Department of Community Development until a certificate of demolition or removal has

been issued by the HLPARB. Application forms for certificates of demolition or removal shall be prepared by the HLPARB.

B. In the case of structures less than fifty (50) years old located within an historic district, applications for demolition or removal shall be issued a demolition permit without a certificate of appropriateness, unless the Director of Community Development determines that the property may have extraordinary significance and refers the question to the HLPARB.

C. *Notices.* Where an application has been received for the demolition or removal of a structure, the Department of Community Development shall post a placard in a visible place upon the property at least seven (7) days prior to the meeting. Said placard shall describe the pending application for demolition of the building or structure, and the date, time and place of the meeting wherein the application shall be considered by the HLPARB. In addition, the Councilmember of the ward where the site of the proposed demolition is located shall receive a copy of the application and accompanying documents. Posting of the placard and notice to the Councilmember shall be mandatory and shall be a condition precedent to HLPARB review of the application. If the placard has not been posted, or if the Councilmember has not been notified, then the application shall be held over to the next meeting of the HLPARB.

D. The HLPARB shall review the application and either issue or deny the certificate of demolition or removal within 30 days of the meeting when the HLPARB receives the application. Written notice of the approval or denial of the application for a certificate of demolition or removal shall be provided the applicant within seven days following the determination, and shall be accompanied by a certificate of demolition or removal in the case of an approval.

E. *Historical/architectural report.* As part of any application for demolition or removal, a report analyzing the historical and/or architectural significance of the property shall be submitted for review of the HLPARB. Submission of the report to the HLPARB shall be mandatory and shall be a condition precedent to HLPARB review of the application. The report shall address each of the ten criteria for historical architectural significance provided in Section 400.1280(F). The report shall be written by a professional architect, architectural historian, historic preservation consultant, city planner, archaeologist, or art historian.

F. *Standards for review.* In considering an application for a certificate of demolition or removal, the HLPARB shall be guided by the following criteria as general standards in determining if the structure is historically significant, in addition to any design guidelines in the ordinance designating the landmark or historic district:

1. Its character, interest or value as part of the development, heritage or cultural characteristics of the community, county, state or country;
2. Its location as a site of a significant local, county, state or national event;
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state or country;
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous material;
5. Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, county, state or country;

6. Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant;
7. Its embodiment of design elements that make it structurally or architecturally innovative;
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or city;
9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses; accessory buildings such as summer kitchens, smokehouses, or barns; schools; churches; public buildings; institutional offices; or other commercial structures, with a high level of integrity or architectural significance; and/or
10. The fact that it has yielded, or may be likely to yield, information important in history.

G. Should the HLPARB determine that the structure is historically significant, then the HLPARB shall proceed to consider whether the preservation of the structure is technologically and economically feasible. In determining whether the preservation of the structure is technologically and economically feasible the HLPARB shall consider the following criteria:
1. A report from a registered professional engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;
2. Estimated market value of the property in its current condition; after completion of the proposed demolition or removal; after any changes recommended by the HLPARB; and, in the case of a proposed demolition, after renovation of the existing property for continued use prepared by a licensed real estate appraiser;
3. A detailed cost estimate, broken down by category, of the cost to rehabilitate or reuse the existing structure. Such estimate shall be provided by a registered professional architect or engineer, architectural conservator, developer, real estate consultant, appraiser, or licensed building contractor experienced in rehabilitation;
4. Assessed value of the property according to the two (2) most recent assessments;
5. Real estate taxes of the previous two (2) years;
6. Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit Corporation, limited partnership, joint venture, or other;
7. Any other information which may be reasonably obtained which is considered necessary by the HLPARB to make a determination as to whether the property-does yield, or may yield, a reasonable return to the owners.

STAFF RECOMMENDATION – HISTORICAL SIGNIFICANCE

Utilizing the standards for review for determining if a structure is historically significant, as provided in Section 400.1280(F) of the Zoning Ordinance, Staff has concluded that Building 90 located at 900 Main Street does match eight (8) of the ten (10) criteria. Additionally, the building is considered historically significant by default due to the overall American Car Foundry complex being listed on the National Register of Historic Places within the Frenchtown Preservation District. Therefore, Staff recommends that Building 90 be considered **historically significant.**

Recommended Motion:
Motion to find Building 90 located at 900 Main Street to be historically significant. *(Note: a yes vote would be to find the structure historically significant, while a no vote would be to find the structure non-historically significant).*

If the Landmarks Board comes to the conclusion and votes that Building 90 on the American Car and Foundry (ACF) complex **is in fact historically significant**, the Board shall then proceed to consider whether the preservation of the structure is *technologically and economically feasible*. In determining whether the preservation of the structure is technologically and economically feasible, the HLPARB shall consider the following criteria as outlined via Section 400.1280(G). Comments and Analysis by the Project Architect's team and City Staff are provided below:

1. *A report from a registered professional engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.*
   The applicant submitted a Structural Condition Assessment completed by KPFF Consulting Engineers for Building 90. The report included visual review of accessible structural elements, spot laser elevation measurements, building code review from the period of construction, and a review of the 1991 Frenchtown Historic District NPS nomination form.

   The City's Building Commissioner, Dale Nicolas, reviewed the Building 90 structural assessment report upon submittal. He noted that the report provides a thorough structural analysis identifying concerns related to deferred maintenance, failing components, the need for repairs and presents conceptual repair approaches. For each line item in the structural report, a corresponding conceptual construction cost estimate is provided to address the identified structural deficiencies.

   The report also includes a summary conclusion that clarifies the project's constraints, challenges, and overall complexity. While a total estimated cost for all repairs is not included in the conclusion, the individual line-item costs are provided and can be reasonably accumulated to approximately $355,651.00. Be advised, this number does not include any cost associated with floodplain remediation, as those numbers are not attributable to the soundness of the structure. While a dollar amount is provided for repairs, after review by the Building Commissioner, the structure is sound.

2. *Estimated market value of the property in its current condition; after completion of the proposed demolition or removal; after any changes recommended by the HLPARB; and after renovation of the existing property. The market value estimates must be prepared by a licensed real estate appraiser.* **The applicant provided written appraisals for Building 90 prepared by Delbert R. Blake, a Certified General Appraiser with Midwest Real Estate Appraisal Services. As required, the report provided an estimated market value for the three (3) scenarios:**

   - **Estimated Market Value for 900 Main Street (Building 90) "As Is": $1,785,000.00.**

- **Estimated Market Value for 900 Main Street (Building 90) "As Proposed": $2,680,000.00.**

- **Estimated Market Value for 900 Main Street (Building 90) "After Removal or Land Value Only": $535,000.00**

3. *A detailed cost estimate, broken down by category, of the cost to rehabilitate or reuse the existing structure. Such estimate shall be provided by a registered professional architect or engineer, architectural conservator, developer, real estate consultant, appraiser or licensed building contractor experienced in rehabilitation.*

See attached Conceptual Construction Cost Estimate Detail sheets for Building 90 below provided by the applicant:

CONCEPTUAL CONSTRUCTION COST ESTIMATE DETAIL

12/22/2025

ACF - Building 90

Partial Renovation

Prepared by: ACF Revitalization, LLC

Category			Estimate
Existing Conditions			$ 224,781
Substructure/Superstructure			$ 164,544
Exterior Wall			$ 276,006
Roof Enclosure			$ 387,142
Partitions & Doors			$ -
Finishes			$ 35,000
Millwork, Specialties, Furnishings, & Equipment			$ 7,200
Conveying			$ -
Fire Protection, Plumbing, Mechanical, Electrical			$ 235,839
Site Work			$ 144,000
		Subtotal	**$ 1,474,511**
General Conditions			$ 129,019
Insurance			$ 33,176
Overhead & Profit			$ 103,216
Contingency			$ 132,706
		Subtotal	**$ 398,117**
		TOTAL	**$ 1,872,628**

- ***Item 1 (page 7)***
  - ***Roof Anchors, (63) ea.: $123,743***

North Building – Renovation Structural Code Compliance Review

- ***Item 1 (page 8)***
  - ***Wall Anchors, (28) ea.: $15,006***

South and North Building – Existing Building Deterioration Observations

- ***Roof Deck deterioration (page 10)***
  - ***Partial Roof Decking, (8,643) SF: $78,606***
- ***Southern Building Missing Roof Anchors (page 13)***
  - ***Included above as part of Roof Anchors***
- ***Southern Building Interior Repointing (page 14)***
  - ***Tuckpointing, (1,950 SF): $68,572***
- ***Southern Building Steel Column Rust Pack (page 15)***
  - ***Column repair AL, (1) ea.: $60,630***
- ***North Building Deteriorations (page 19)***
  - ***Wall repair AL, (1) ea.: $9,094***

Upon final review by Staff, based on the proposed numbers, the final value may be lower than the estimated cost for rehabilitation provided by the applicant's appraiser ($1,872,628 rehab cost + $1,785,000.00 current as is value = $3,657,628). While the appraisal estimates the final value as $2,680,000, the appraisal does not appear to fully account for planned/in progress improvements in the district, including but not limited to: New City Hall, New Recreational Center & Senior Center, Main Street Extension Project, and other future businesses and developments coming to Frenchtown. Based upon this and other factors, Staff does not believe this submittal demonstrates the structure is technologically or economically infeasible to rehabilitate the structure.

4. *Assessed value of the property according to the two (2) most recent assessments.* **See attached table below.**

PARCEL ACCOUNT NUMBER	PROPERTY ADDRESS			
T250600014	900 MAIN ST			
MAP ID. NUMBER	**LEGAL DESCRIPTION**			
6-009A-D603-00-000H.0000000	AMERICAN CAR FOUNDRY LOT H			
SCHOOL DISTRICT	**CITY**	**FIRE DISTRICT**	**TWP/RG**	**LOT SIZE/AC.**
R6 - ST CHARLES CITY SCHOOL	06 - ST CHARLES CITY	06 - ST CHARLES CITY FIRE	47/5	4.6357 AC

PROPERTY TYPE:	RESIDENTIAL	COMM/ALL OTHER	AGRICULTURAL	TOTAL
2025 MARKET VALUE	$0	$777,717	$0	$777,717
ASSESSMENT RATE	X19%	X32%	X12%	
2025 ASSESSED VALUE	$0	$248,869	$0	$248,869
2024 ASSESSED VALUE	$0	$0	$0	$0

5. *Real estate taxes of the previous two (2) years.*
Property Tax:
2023: $94,329.02
2024: $94,768.95

6. *Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit Corporation, limited partnership, joint venture or other.* **The property is currently privately owned. The subject structure is currently under a lease with the property owner.**

7. *Any other information which may be reasonably obtained which is considered necessary by the HLPARB to make a determination as to whether the property does yield or may yield a reasonable return to the owners.* **Staff contacted the Missouri State Historic Preservation Office (SHPO) in regard to *possible* adverse impacts this demolition could have on the ACF's contributing status (the site and the overall Frenchtown Preservation District). The SHPO Architectural Historian Team corresponded with Staff stating that the removal of Building 90 has the *potential* to impact the contributing status of the ACF complex, which operates as one (1) contributing property.**

Floodplain Information:

In addition to the required criteria for the Board to determine whether the preservation of the structure is technologically and economically feasible, the applicant has also provided information regarding the structure's location within the floodplain as a primary justification for its proposed demolition. The submitted floodplain analysis has been prepared by BAX Engineering regarding the subject structure at 900 Main Street (Building 90). The letter confirms that the structure is located within the FEMA-designated 1% (aka 100-year) and 0.2% (aka 500-year) floodplain and that the finished floor elevation of the structure is below both the Base Flood Elevation for the 1% flood elevation and the 0.2% flood elevation. Base Flood Elevation is the predicted elevation of the 1% flood event, and this elevation is used in the regulation of floodplain development. For clarification, the City Code and the National Flood Insurance Program (NFIP) only regulate the

1% flood event and NOT the 0.2%. While it may be advantageous to elevate beyond the 1%, it is not required. Below are the elevation facts as presented by the applicant's engineer:

- 1% Base Flood Elevation (BFE) at Building 90 = 453.3 feet above sea level.
- Finish Floor of Building 90 (top of interior floor) = 453.2 feet above sea level.
- Difference = the finished floor of Building 90 is 0.1 feet or 1.2 inches below the BFE of the 1% floodplain.

As provided, the finished floor is lower than the identified BFE for the 1% event. For example, a normal building at this elevation would potentially require significant structural improvements to then elevate the lowest floor of the structure OR provide equal floodproofing (make structure watertight without elevating) of the structure to at least 1-foot above BFE (454.3 feet above sea level which is 1 foot above 453.3 feet above sea level which is the BFE). This is what City Code and NFIP standards refer to as "Substantial Improvement". Substantial Improvement is when the cost of the proposed improvement equals or exceeds 50% of the current market value of the building. The intent is to not improve structures within the floodplain without attempting to reduce future flood damage via elevating/floodproofing at some point. The applicant's proposal is depicting the cost of rehabilitation which would trigger this 'Substantial Improvement" clause.

However, since this structure is considered a "Contributing" building/resource within a Historic District, according to City Code and the NFIP Codes, contributing historic properties are exempt from elevation standards as long as the improvements do not affect the contributing nature of the structure. From review of the applicant's conceptual scenarios for rehabilitation, it is not clear that these improvements would affect the historic character of Building 90.

This exemption standard is put in place specifically to save historic contributing resources allowing future investment. **In other words, the NFIP and the City by adoption of these standards, is saying the protection of historic structures is more important than the reduction of future flood losses.** For example, many structures along South Main Street are in the 1% floodplain and that stretch of structures represents the oldest historic district in the City and many of its most significant structures. Without this exemption, none of these structures could be improved without significantly diminishing their historical value and that of the City's historic status. In total, the City has 348 historic structures (including the ACF) which are in the 1% floodplain, i.e. this condition is not unique. These too would be in jeopardy without this exemption.

In addition to the above information, the City reviewed floodproofing scenarios for the Frenchtown neighborhood (which includes the ACF complex), titled "Frenchtown Levee Study dated December 3, 2021". In this study, scenarios as well as phases are depicted/analyzed which would provide either 1% (100-year) or 0.2% (500-year) flood protection. The 1st Phase (Lawrence Street Segment) was an approach which was analyzed that would provide flood protection to the ACF facility (south with all structures) estimated in 2021 from $1-1.2 million. While not executed, this is a project which has not been ruled out by the City and could be accomplished either by the City or via a public/private partnership. If implemented, this would eliminate flood insurance requirements (no longer in the floodplain) and physical flooding concerns.

STAFF ANALYSIS

The above criteria from Section 400.1280(G) shall be utilized to determine whether the preservation of the structure is technologically and economically feasible for rehabilitation. As stated, Building 90 presently retains many of its original architectural features and details. As it sits the structure is still able to convey its historic appearance and use. Additionally, as confirmed by the State Historic Preservation Office, the demolition of Building 90 could put the contributing status of the American Car Foundry complex into question due to the overall mass of this structure in comparison to the site. This concern was evaluated in 2024 during the review of Building 93, which was approved for demolition to facilitate a new redevelopment project (City Centre Complex). At that time, Building 93 was determined to have lost the majority of its architectural integrity due to cumulative alterations over time, most notably the extensive refacing of the south façade with non-historic sheet metal materials. This alteration significantly diminished the building's fenestration and its ability to convey historic character, which supported its removal.

Utilizing similar evaluative criteria as those applied to Building 93, the proposed scope of work for Building 90 is fundamentally different in nature. Building 90 retains a high degree of architectural integrity and continues to clearly convey its historic appearance through its original massing, materials, and fenestration patterns. Unlike Building 93, which had experienced substantial loss of integrity due to alterations, Building 90 remains largely intact and readable as a historic industrial structure.

Building 90 is also one of only two (2) elongated linear buildings within the ACF, a characteristic of the site's historic industrial layout. Its extended length and orientation are key elements in defining the spatial organization of the complex, reinforcing the historic relationship between the structures.

It should be noted that while the primary southern portion of Building 90 is considered a contributing resource to the district, the northern addition constructed in 1954 is not. As such, Staff would be supportive of the removal of this non-contributing portion of the structure to accommodate future development, which would ultimately place Building 90 back to its historical appearance. Additionally, the Frenchtown Great Streets Plan (as approved by City Council) identifies this area as an opportunity to improve visual connections and enhance public access to the river and the KATY Trail, objectives that would be furthered by the removal of the non-historic portion. Similarly, the Great Streets Plan assumes the reuse and rehabilitation of the historic portion of Building 90.



Figure 4: Frenchtown Great Streets Plan showing possible removal of addition to Bldng 90.

STAFF RECOMMENDATION:

After a detailed staff review of all applicable information, Staff has found the following:

- As discussed above, the submitted structural engineer report and well-defined scope of work with detailed cost estimates for each mitigation was reviewed by the City Building Commissioner. Upon review, it was concluded that the subject building as it sits is structurally sound. While structurally sound, the applicant's appraiser has identified the possible end value is lower than that of the cost for rehabilitation. As pointed out by Staff above, it is believed that certain factors were not accounted for in that final evaluation (new redevelopment within the ACF & Frenchtown). Based upon that review, Staff believes the future value of Building 90 and the complex overall is not fully accounted (i.e. may be technologically and economically feasible for rehabilitation).

- The applicant also cited floodplain constraints as a primary justification for demolition. While Building 90 is located within the FEMA-designated 1% (100-year) floodplain and the finished floor elevation is marginally below the Base Flood Elevation (1.2 inches), contributing historic structures within designated historic districts are exempt from floodplain elevation requirements under both City Code and National Flood Insurance Program (NFIP) standards, provided that improvements do not compromise historic character. This exemption is intended to encourage the continued use and preservation of historic resources and applies broadly throughout the City and the nation.

- The structure is presently utilized and occupied by an indoor sports and an events venue, which are both viable economic businesses in this structure.

Therefore, it is in Staff's opinion based upon review of the relevant criteria and available documents, Building 90 has not been found to be technologically and economically infeasible for rehabilitation, and Staff does <u>not recommend</u> in favor of its demolition. While Staff is not in favor, if the applicant were to seek to remove only the 1954 northern addition, this proposal would be supported by Staff, as it does not contribute to the overall district and is not historic. The Landmarks Board is free to further explore this option with the applicant if they so choose.

<u>Recommended Motions</u>:
Motion to find the preservation of Building 90 at 900 Main Street to be technologically and economically feasible. *(Motion is required to be in the form of a positive. Staff recommends that this structure <u>IS</u> found technologically and economically feasible for preservation).*

Note:
A <u>YES</u> vote would be to find the structure technologically and economically feasible AKA <u>not</u> in favor of demolition

A <u>NO</u> vote would be to find the structure technologically and economically infeasible AKA authorizing demolition



Figure 5: Building 90 seen from the KATY Trail.

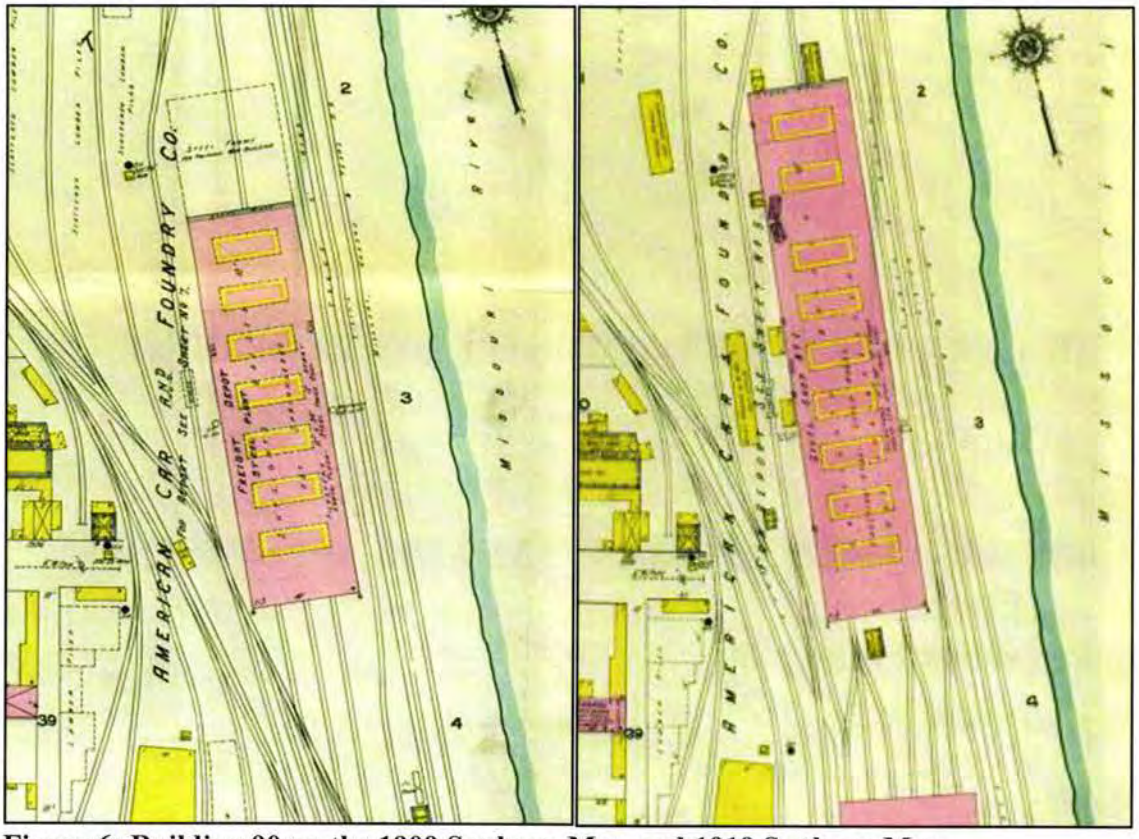


Figure 6: Building 90 on the 1909 Sanborn Map and 1919 Sanborn Map

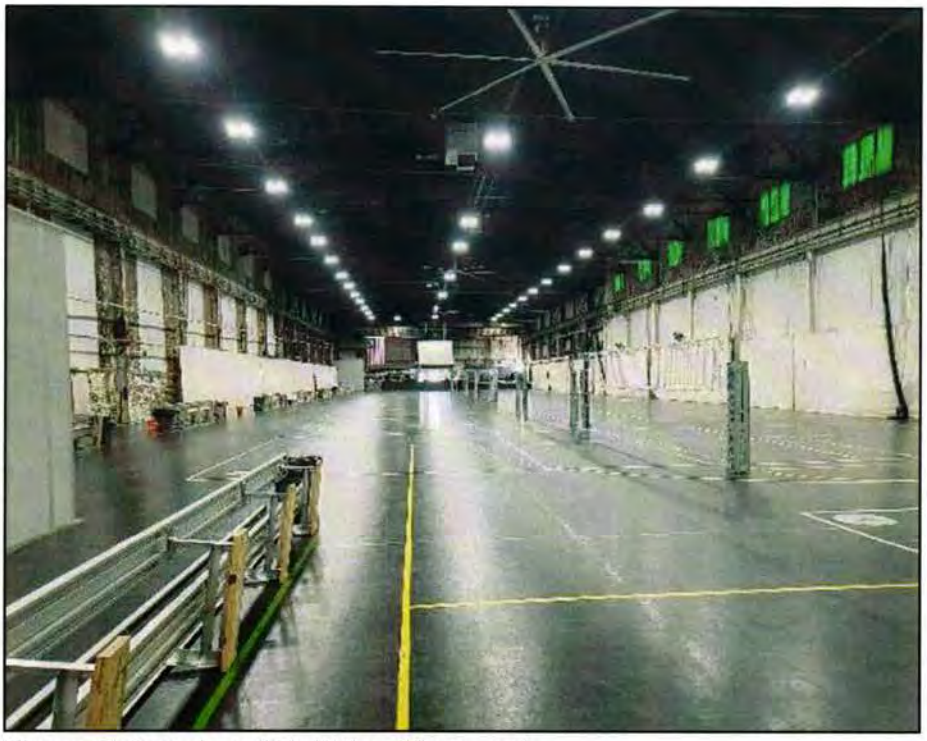


Figure 7: Interior of Building 90 example.

CASE # (assigned by Staff): _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

200 North Second Street
Saint Charles, MO 63301
636-949-3222
FAX 636-949-3557

CERTIFICATE OF APPROPRIATENESS APPLICATION

ADDRESS OF SUBJECT PROPERTY: 900 Main Street

BUSINESS NAME (if applicable): _____

APPLICANT:

Bax Engineering Company
(Name)

221 Point West Boulevard
(Address)

636-928-5552 jsimmons@baxengineering.com
(Phone & Email Address)

PROPERTY OWNER:

St. Charles Properties
(Name)

900 Main Street, Suite 510 St. Louis, MO 63141
(Address)

(Phone & Email Address)

HISTORIC DISTRICT LOCATION:

__ Commons Preservation District

X Extended Historic Preservation District

X Frenchtown Preservation District

__ Historic Downtown Preservation District

__ South Main Preservation District

DATE OF ORIGINAL CONSTRUCTION: 1910

BRIEFLY DESCRIBE PROPERTY AS IT CURRENTLY EXISTS:

Property contains a multi-purpose indoor athletic training facility. Facility includes volleyball courts, futsal courts and basketball.

PROJECT DESCRIPTION (mark and explain each that may apply):

__ Rehabilitate or restore: _____

__ Construct a new structure: _____

_x_ Demolish or move structure: Demolish

__ Construct a new addition: _____

__ New sign or awning: _____

__ Site work (patio, fence, etc.): _____

__ Other (briefly explain): _____

BRIEFLY DESCRIBE ALL EXTERIOR CHANGES:

APPLICATION SUBMITTAL:

Every Certificate of Appropriateness and Sign Permit application submitted to the Landmarks Board for their review and approval must contain the following information. If the information does not appear on the plan or accompany the application, the proposal will not be scheduled for the Landmarks Board meeting requested.

A copy of required information shall be submitted to the Community Development Department prior to the scheduled meeting (digital submittal preferred via Landmarks@stcharlescitymo.gov). Directions for digital submittal are attached. The following shall be submitted when filing for a Certificate of Appropriateness from the Historic Landmarks Preservation and Architectural Review Board:

1. A complete application.
2. A complete site plan of the property and all structures located on the property, (necessary for all new construction, additions, and site work) including but not limited to:
    a. The actual shape and dimension of the lot.
    b. Any existing or proposed building, accessory building, and their locations upon the lot.
    c. Photos of existing structures.
    d. Colored elevations of proposed structures or modifications.
3. Samples of all proposed materials (i.e. brick, siding, roofing materials, fencing material, windows, doors, etc.)
4. Proposed colors of any sign or structure (must be from approved color chart if applicable)

* Depending on the specifics of the application, the applicant(s) may be required to submit further information deemed necessary.

I hereby certify that I am the owner in fee or agent authorized to apply for this Certificate of Appropriateness, and that the information provided is true and correct to the best of my knowledge.

Signature of the applicant: _____ Date: 11/17/2025

Signature of the property owner: James Unger Date: 17 Nov 2025

- *Approval of this Certificate of Appropriateness does not authorize the building of a structure. Building Permits are required prior to construction.*

Application Fees:

Site Plan:	**$200.00**
Exterior Changes & Demolitions:	**$50.00**

Executive Summary for ACF Revitalization

Maximizing the Contribution of the ACF Industrial Area to the N. Main/Frenchtown Community

Main Objective - Main Objective - The development program focuses on understanding the vision of both the community and the City by building to the highest and best use of the site to optimally connect the Historic Main Street District and the expanding Frenchtown Historic District, utilizing the momentum of the Main Street Expansion currently in motion by the City of St. Charles.

Focus - All recent research and planning points to the importance of the ACF site achieving two main objectives; residential density and embracing the riverfront. The Community Builder Team is proposing a multi-generational community robust with amenities to activate and move the district to its highest and best use. To achieve the residential density needed there are three main projects. The team is proposing a 240 unit new construction apartment building with interior parking for cars and golf carts for young professionals, empty nesters, and college students. In addition, a new construction Active Senior project giving existing St. Charles residents an opportunity to age in place in the community they love. To satisfy the importance of diversity in housing our team is planning a section of new construction townhomes, and a new construction planned short term rental units. These short-term rental units will offer opportunities for the residents of ACF to have easy access for guest stays, while also bolstering the active tourism population. Lastly, new food, beverage and entertainment options are housed in some of the existing ACF warehouse buildings, bringing them back to life with new paint and purpose.

Noteworthy - ACF's site's most important attributes are its adjacency to the river allowing it to become an amenity, the Katy Trail running through its entire length providing ultimate connectivity, golf cart laws giving the ability to provide a planned golf-cart community, amazing walkability to not only the existing food, beverage, and retail but the new senior and recreation centers currently under construction.

Objective - The Community Builders Team has been collaborating with multiple area residents and business owners to get their thoughts and suggestions. In addition, the team has worked with the community to make sure there is a factual understanding of the need for the demolition of building 90 and a portion of 91a, due to the floodplain. To make repurposing of ACF feasible we need Landmark's support to move forward with this exciting new vision for the new ACF District.

Saint Charles Properties
900 Main Street, Suite 510
Saint Louis, MO 63141

December 4, 2025

To whom it may concern,

As part of the investigation and preparation into the redevelopment opportunities of the ACF site, Vessel Architecture has been asked to consider the merits of demolition of the building known familiarly as Building 90.

Prior to demolition of a building with potential historical significance, St. Charles Ordinance Section 400.1280(F) requires an itemized report addressing multiple aspects of the existing building. Each item is addressed in the context of the list below.

St. Charles Ordinance Section 400.1280(F)
Standards For Review. In considering an application for a certificate of demolition or removal, the HLPARB shall be guided by the following criteria as general standards in determining if the structure is historically significant, in addition to any design guidelines in the ordinance designating the landmark or historic district:

1. Its character, interest or value as part of the development, heritage or cultural characteristics of the community, County, State or country

Building 90 is part of the American Car Foundry Complex, which opened on the location in 1886. The building was used primarily for the manufacturing of rail cars. During the World Wars manufacturing included light tanks, hospital cars, and parts for artillery vehicles. Manufacturing ended at the location in 1959. In recent years Building 90 has been used for sporting events, including tennis, soccer, volleyball, and martial arts.

Building 90 was constructed in two phases. The first phase was constructed of bearing brick masonry on concrete foundations, with steel roof trusses carrying wood deck and layered roll roofing. The window openings are spanned with low arched brick headers. Long ago window units were removed, and the remaining openings infilled with corrugated green onduline panels. The walls are thickened by brick pilasters to serve as haunches for truss bearing points.

The second phase of the building was an extension of similar dimensions, but constructed of steel structural frame and thin corrugated sheet as an exterior skin. Both phases represent utilitarian design of their time.

2. Its location as a site of a significant local, County, State or national event

Building 90 is part of the group of buildings that operated as the American Car Foundry. The building housed manufacturing of rail cars from the late 1800s into the late 1950s.

3. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country

To our knowledge, Building 90 does not have this kind of identification.

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous material

Building 90 was constructed in two phases. The first phase was constructed of bearing brick masonry on concrete foundations, with steel roof trusses carrying wood deck and layered roll roofing. The window openings are spanned with low arched brick headers. Long ago window units were removed, and the remaining openings infilled with corrugated green onduline panels. The walls are thickened by brick pilasters to serve as haunches for truss bearing points.

The second phase of the building was an extension of similar dimensions, but constructed of steel structural frame and thin corrugated sheet as an exterior skin. Both phases represent utilitarian design of their time.

5. Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, County, State or country

To our knowledge, Building 90 does not have this kind of identification.

6. Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant

Intended for manufacturing, Building 90 is utilitarian in its nature, design, and aesthetic. The strongest evidence for this is the fact that the north addition was constructed in steel with corrugated skin, instead of bearing masonry to match the original building. In both cases, the most utilitarian methods were used.

7. Its embodiment of design elements that make it structurally or architecturally innovative

To our knowledge, Building 90 does not have this kind of identification.

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or City

Building 90 is part of the ACF district of manufacturing and storage buildings. Consistent with its use as a manufacturing building, it is noteworthy for its height and length. It sits adjacent to the Katy Trail, some distance away from the traffic of Second Street, thus avoiding a significant impact to the scale of Frenchtown's streetscape.

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses; accessory buildings such as summer kitchens, smokehouses or barns; schools; churches; public buildings; institutional offices; or other commercial structures with a high level of integrity or architectural significance; and/or

Building 90's character is consistent with the 19th century industrial buildings of the time, but does not suggest any unique characteristics. The large northern addition is consistent with the utilitarian design and structural efficiency of 20th century industrial buildings

10.

The fact that it has yielded, or may be likely to yield, information important in history.

The history of the American Car Foundry Complex has been well-documented over the years. The historical value of the buildings have been studied, even as they have been vacant and fallen into disrepair. Building 90 has been an open shell for decades, allowing access for study and discovery. It is not likely to yield any additional information that has not been accessible for decades.

Respectfully submitted,

Peter J Schwartz, AIA NCARB LEED AP
Founding Principal
Vessel Architecture & Design, Inc.

1630 Des Peres Road, Suite 100 St. Louis, MO 63131 314.835.0524 kpff.com

December 12, 2025

RE: St. Charles American Car Building 90, St. Charles, Missouri
Structural Condition Assessment

KPFF Job #: 10132500411

To Whom it may concern:

KPFF Consulting Engineers is pleased to present a structural condition assessment report for building 90 (originally known as Steel Shop No. 1) within the St. Charles American Car complex along the riverfront in St. Charles, Missouri. This assessment is based on a visual review of accessible structural elements, spot laser elevation measurements, building code review from time period of original construction and a review of the 1991 Frenchtown Historic District NPS nomination form. A site visit to the structure was made on December 9, 2025 to collect data. The building extent is shown in (Image 1).



Image 1: Extent of Assessment Review

BUILDING DESCRIPTION

Per NPS 1991 nomination form, the southern section of building 90 was constructed around 1908 and measures approximately 94 ft x 475 ft and also includes five low height shed projections on the western face. A northern horizontal identified with a 1954 construction date per the NPS 1991 nomination form extended the footprint by an additional 158 ft.

Southern Building Section

The southern building section was constructed with board plank decking that spans east to west over north to south spanning steel channel purlins spaced approximately 4'-6" oc. The steel purlins span north to south for approximately 22'-6" between steel rivet jointed trusses. The trusses clear span from built-up steel columns for approximately 91 ft. The truss connects to the interior web of the column with a 3/8" thru riveted gusset plate at the top and bottom chord, this creates an ordinary steel truss moment frame condition at each bay for east to west lateral stability. Refer to Image 2.

The steel columns are embedded within perimeter 3-wythe clay brick wall system (4-wythe clay brick for the southern bays) with additional brick pilaster wrap for exterior coverage protection. The brick appears to be a hydraulically pressed clay brick with a lime-based mortar. Past repointing efforts appear to have repointed the exterior ½" +/- depth with a type N equivalent mortar. Top of brick wall is tied to the roof diaphragm at each truss location and bay midspan for a wall restraint spacing of 11'-3" oc. The brick wall infill between steel columns provide building lateral stability in the north to south direction as an equivalent unreinforced perforated masonry shear wall system.

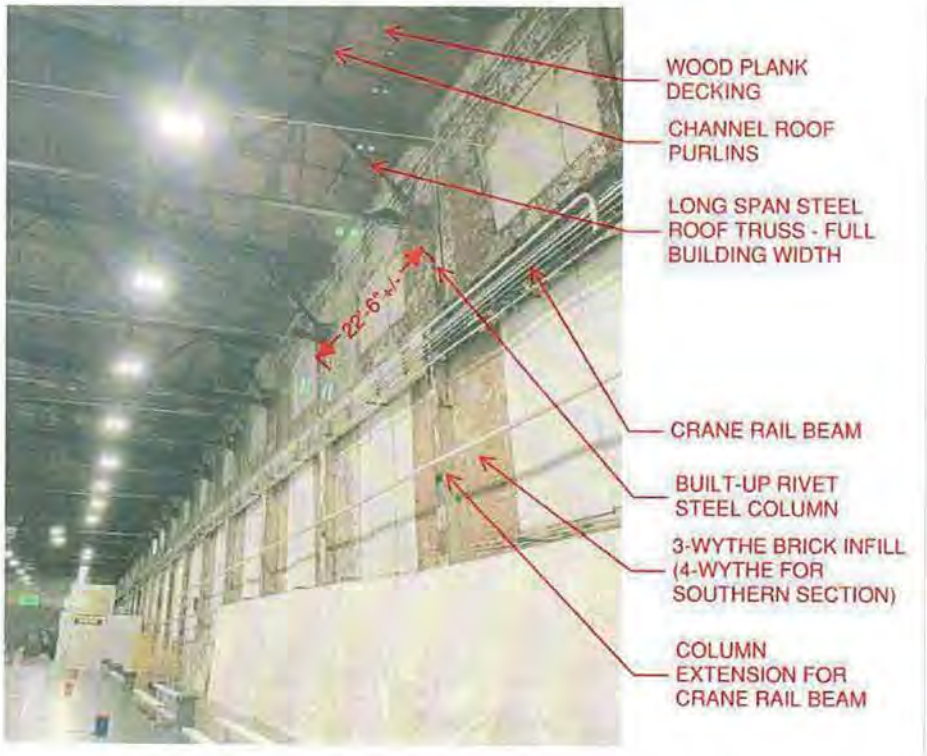


Image 2: Typical Roof and Wall Construction of Southern Building Section

The brick walls and steel columns are supported by a concrete stem wall that extends approximately 36" +/- below grade to a continuous concrete footing. Based on observed field differential settlement, we anticipate that the existing foundation system is supported directly by soil. Vertical downspouts occur at every other pilaster location and extends down below grade against the building foundation with an existing terra cotta clay tile system. Refer to Image 3.

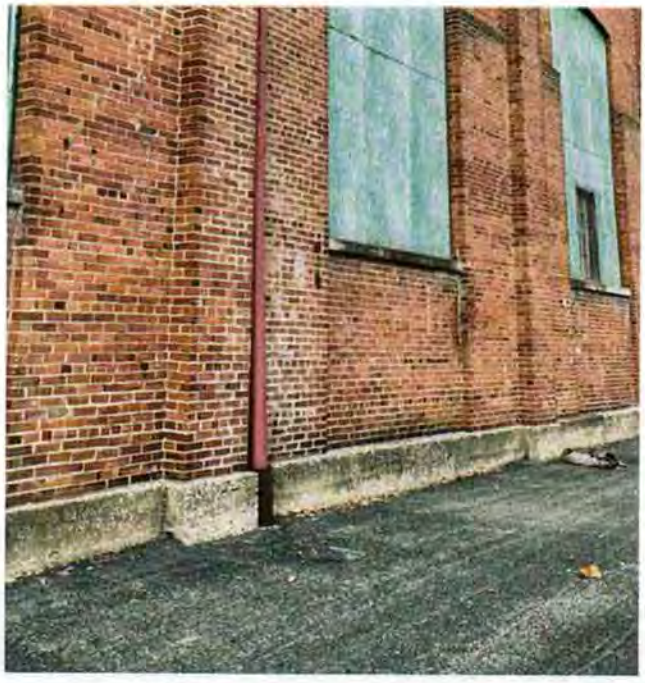


Image 3: Typical Foundation Stem Wall Construction of Southern Building Section

Interior slab system consists of asphalt overlay for gymnasium play surface above original concrete slab on grade construction, which is anticipated to be supported directly by soil bearing. Refer to Image 4.



Image 4: Typical Slab On Grade Construction

There are five shallow "shed" type extensions on the western side of the building. The extensions vary in size but more commonly extend approximately 36" from the primary building face. The roof structure consists of 1x deck boards supported by 2" x 4 ½" wood rafters spaced at 24" oc that span from the primary building face to the exterior shed 2-wythe load bearing wall.

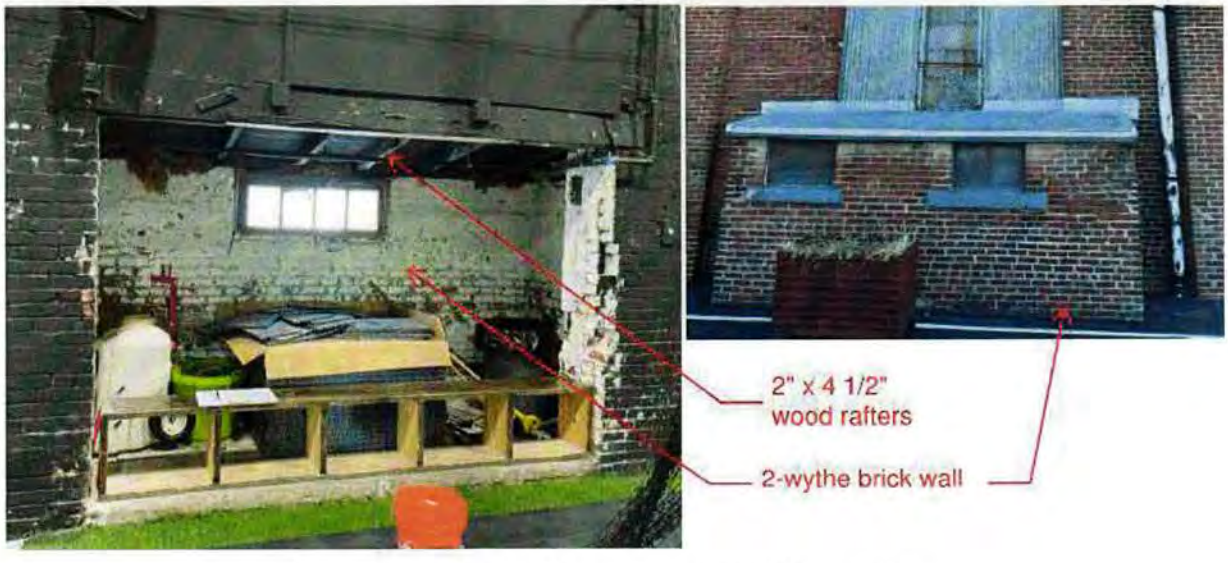


Image 5: Southern Building Western Shed Construction

Northern Building Section

The northern building section was constructed with 1 ½" deep metal roof deck that spans east to west over north to south spanning steel channel purlins spaced approximately 4'-6" oc. The steel purlins span north to south for approximately 22'-6" between steel trusses. The trusses clear span from built-up steel columns for approximately 91 ft. The truss connects to the column flange with a steel gusset plate at the top and bottom chord, this creates an ordinary steel truss moment frame condition at each bay for east to west lateral stability. The eastern and western sides include tension only X angle bracing for north to south lateral stability. Refer to Image 6.

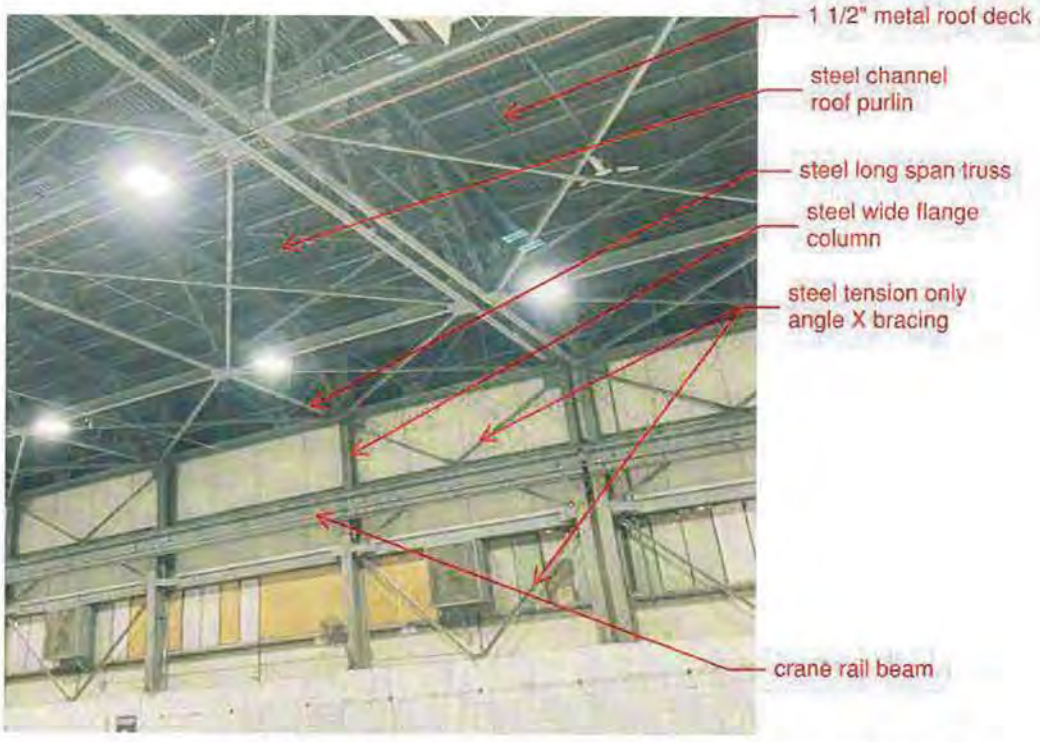


Image 6: Typical Roof and Bracing Framing of Northern Building Section

The perimeter cladding consists of 8" un-grouted and un-reinforced CMU wall for the bottom 8 ft with a Z-purlin located directly above the CMU wall. The remaining cladding above the cmu wall consists of light weight profiled paneling backed by horizontal Z-purlins. Evidence of CMU wall to Z-purlin attachment was not observed on site. Refer to Image 7.

The floor slab consists of concrete over soil supported base, thickness unverified.

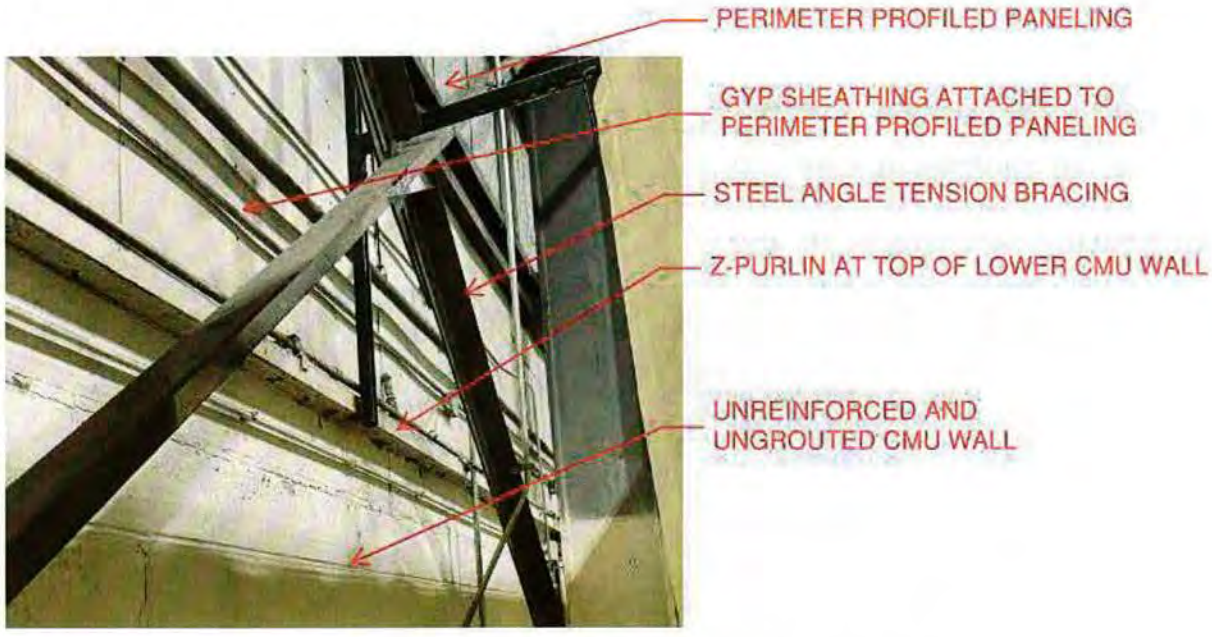


Image 7: Typical Wall Assembly Northern Building Section

The foundation system consists of a continuous concrete stem wall supporting the CMU cladding and monolithically cast concrete pilasters under steel columns. The stem wall and pilasters are supported by a concrete footing element, which is either supported directly on soil or on piers down to bedrock – neither of which has been confirmed.

A steel entrance canopy is present on the northern side of the building that consist of conform metal deck on roof steel framing with 3 pipe steel columns utilizing knee bracing for lateral stability. Rever to Image 8.



Image 8: North Entrance Canopy

ESTIMATED GRAVITY SUPPORT CAPACITY OF ELEVATED FLOOR AND ROOF AREAS

For planning purposes, this section provides estimated vertical load carrying capacities of the existing roof and floor systems. Please note that the identified capacity estimates require all deteriorated or damaged components to be structurally repaired to provide compliance and these estimates do not account for existing unverified foundation sizes and sub-surface conditions.

The estimated capacities below utilize building codes typically referenced within the greater St. Louis region at time of original construction. If alterations are made to loading requirements for the roof structures, KPFF advises further component based review at that time for validation.

Building Level	Current Code Live Load Requirement	Estimated Live Load Capacity
South Building Roof (Typical)	20 psf (w/o snow drift)	40 psf **(1)**
North Building Roof (Typical)	20 psf (w/o snow drift)	30 psf **(2)**
Floor Capacity – SOG	100 psf (public occupancy)	250 psf + **(3)**

Notes:

(1) Reference 1907/1908 St. Louis City Historic Building Code – Snow or Roof Live Load Requirements
(2) Reference 1955 BOCA building Code – Snow Load Requirements
(3) Floor system previously used for heavy manufacturing which generally requires 250 psf loading demands.

The primary roof areas of both buildings are anticipated to have a reserve capacity between 10 psf – 20 psf prior to further evaluation. This scenario would provide an option for future photovoltaic considerations or lighter equipment RTU placement considerations.

The floor slab was previously used for heavy manufacturing where the slab had already been inherently load tested. This observation will allow ownership an option for future programming flexibility that may include inclusion of localized mezzanine framing prior to needing interior slab alterations.

RENOVATION STRUCTURAL CODE COMPLIANCE REVIEW

It is our understanding that the City of St. Charles currently uses the 2021 Edition of the International Building Code (IBC). For existing buildings, this means that the 2021 Edition of the International Existing Building Code (IEBC) is enforced.

South Building:

The following items are required purely for IEBC compliance if more than 50% of the building area undergoes architectural alteration induced renovations (except where the Authority Having Jurisdiction overrides a code provision):

1. **Item 1:** The southern building would require the perimeter load bearing brick wall to be anchored to the roof at 6 ft on center for the full building perimeter. Since the eastern and western walls were observed with anchorage at 11'-3" oc, we anticipate requiring additional secondary wall anchorage

for St. Charles currently adopted building code compliance. To aid in cost estimation purposes, refer to (Images 9).

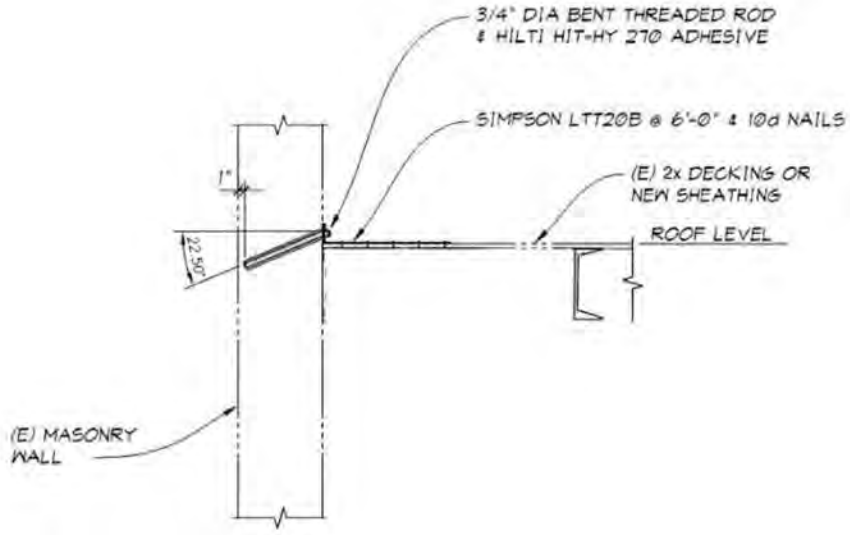


Image 9: South Building Wall to Level Roof Anchorage – IEBC 2021 (sections 906.4 and 906.5) Compliance Detail

2. **Item 2:** If more than 30% of original floor area structure is altered with a new interior second story being added where the new second story is hard tied/attached to the original building's wall/column structure, this can be interpreted as a substantial structural alteration. Under section 906.2, a full seismic evaluation with seismic upgrade would be required. This provision is commonly associated with cost of $2.5 million - $3.5 million +/- for similar sized projects in the greater St. Louis market.

    a. **Side commentary:** Various municipalities may consider an alternate perspective of this topic known as "box within a box". In certain code interpretations: if a new building structure is designed independent of the original building structure within the existing space volume, the decoupled the new interior but isolated building would be designed for full seismic compliance under 2021 International Building Code compliance standards and the existing building enclosure beyond would remain unaltered and grandfathered in without mitigation being applied. Since this topic is not clearly defined by the building code, the authority having jurisdiction should be involved in the acceptance process for their interpretation if considered for future design considerations.

North Building:

The following items are required purely for IEBC compliance if more than 50% of the building area undergoes architectural alteration induced renovations (except where the Authority Having Jurisdiction overrides a code provision):

1. **Item 1:** The northern building would require the perimeter partial height unreinforced CMU wall to be anchored to the existing horizontal Z-purlin for compliance with IEBC 2021 section 906.7. For planning purposes, see Image 10 for an example of conceptual compliance detailing.

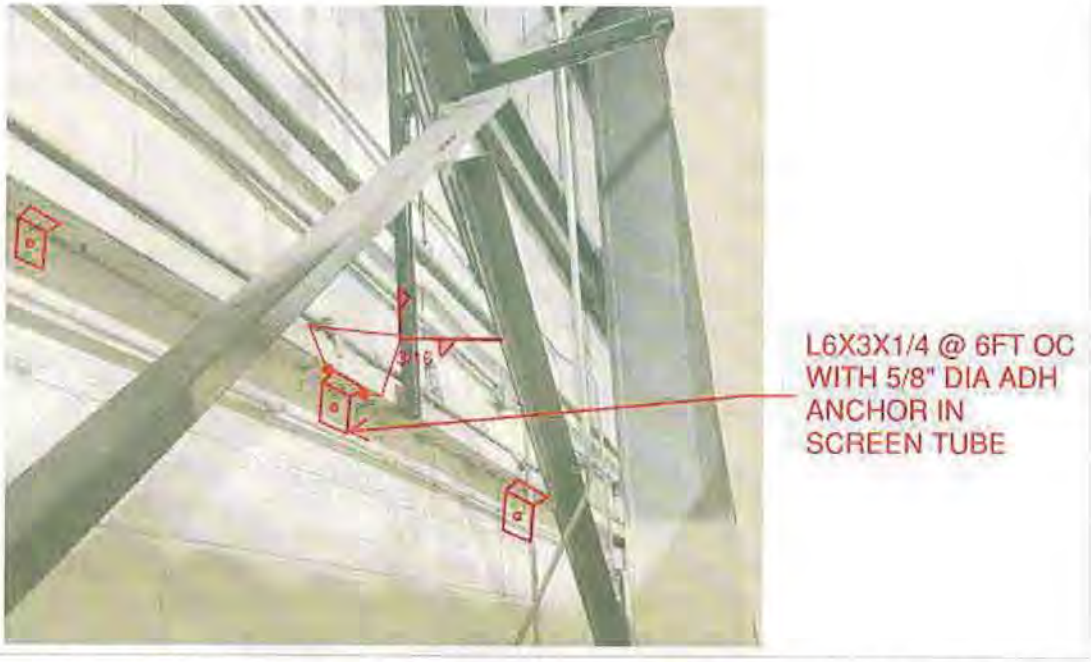


Image 10: North Building Wall Top of CMU Restraint– IEBC 2021 (sections 906.7) Compliance Detail.

2. **Item 2:** If more than 30% of original structure floor is altered with a new interior second story being added where the second floor is hard tied/attached to the original building's column structure, this can be interpreted as a substantial structural alteration. Under section 906.2, a full seismic evaluation with seismic upgrade would be required. This provision is commonly associated with cost of $2 million +/- for similar sized projects in the greater St. Louis market.
    a. **Side commentary:** Various municipalities may consider an alternate perspective of this topic known as "box within a box". In certain code interpretations: if a new building structure is designed independent of the original building structure within the existing space volume, the decoupled the new interior but isolated building would be designed for full seismic compliance under 2021 International Building Code compliance standards and the existing building enclosure beyond would remain unaltered and grandfathered in without mitigation being applied. Since this topic is not clearly defined by the building code, the authority having jurisdiction should be involved in the acceptance process for their interpretation if considered for future design considerations.

Future renovation geotechnical site testing:

If future floor addition(s) are considered, we recommend hiring a geotechnical engineer to conduct a Multi-Channel Analysis of Shear Waves (MASW) test to help determine the Seismic Design Category (SDC) of the building site.

EXISTING BUILDING DETERIORATION OBSERVATIONS

Building structural deteriorations observed for this complex were typical for the age of construction and localized generally in spot locations. With the exception of the western shed structures (discussed further below) and with spot continued maintenance related restoration, continued serviceable use can be considered by ownership.

Southern Building Deteriorations

Primary Roof Deck Deterioration:

Observation: The roof consists of 1.5" x 5 ½" wood decking was observed with evidence of past water infiltration staining primarily on the low slope sides of the roof at the eastern and western ends along with the southern parapet end at the flashing joint. This type of staining can be an indicator of trapped moisture between the roofing membrane and the top of the roof deck boards which can also lead to unexposed topside deck board rot. See (Image 11) for example of this observation. The extent of observation area estimates are shown in (Image 12).

Concept Mitigation: Although the extent of actual rot vs staining is unverified, we recommend reserving a cost placeholder for the observed areas in (Image 12) during the next roofing replacement iteration. In the cases where rot is found, remove the rotten roof decking and replace with equivalent 2x6 SPF T&G deck boards. Attach with (2) 16d nails per channel and nailer board location. Include top of channel 2x nailer board replacement and top of wall nailer board replacement as part of the cost estimate.



Image 11: South Building Roof Wood Deck Board Staining Example

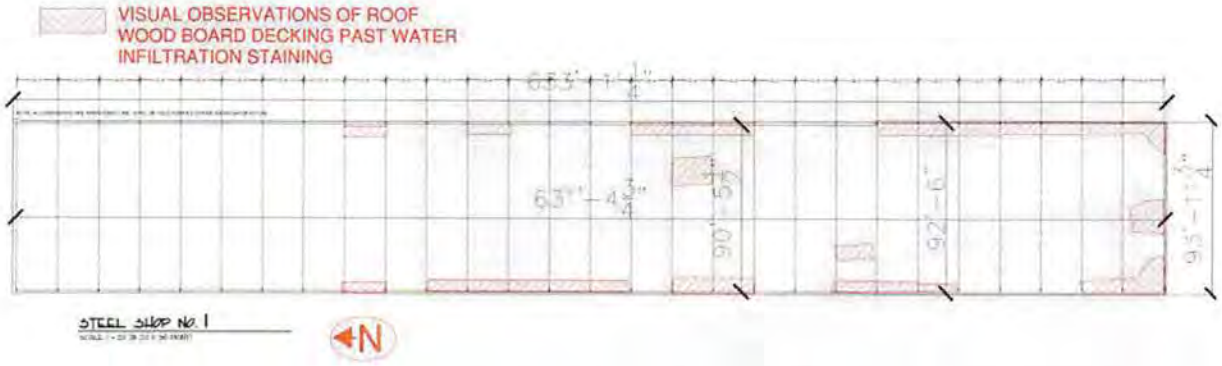


Image 12: South Building Roof Deck Staining Area Estimate

Eastern Shed Building Roof Rot Deterioration:

Observation: The southern 3'x 12' shed structure extending from the eastern wall face was observed with roof deck and rafter rot. See Image 13.

Concept Mitigation: If the building shed area were to remain, we recommend reserving cost for replacing the full shed roof area with new 5/8" plywood sheathing and new 2x roof rafters for the full 3' x 12' extent.



Image 13: Southern Building South-Western Shed Extension Roof Rot

Eastern Shed Building Wall Settlement and Bowing:

Observation: The three larger small shed building extensions on the western side of the southern building area were all observed with varying conditions of differential settlement which also affected the localized brick bearing wall stability. Refer to Images 14-16 for examples of this condition. Since the shed building wall system consisted of a two wythe 9" wall thickness profiles, maximum out of plane wall rotation prior to requiring secondary stabilization measures should not exceed 1.5"; this condition was exceeded.

Concept Mitigation: Athough past efforts of post installed plate and tension rod systems where added to reduce collapse potential, due to the extent of wall lean/bow movement and additional mortar deterioration –

we recommend removal of the three shed buildings identified in Image 14 during future building renovation efforts.



Image 14: Southern Building Shed Extension Locations of Observed Wall Destabilization

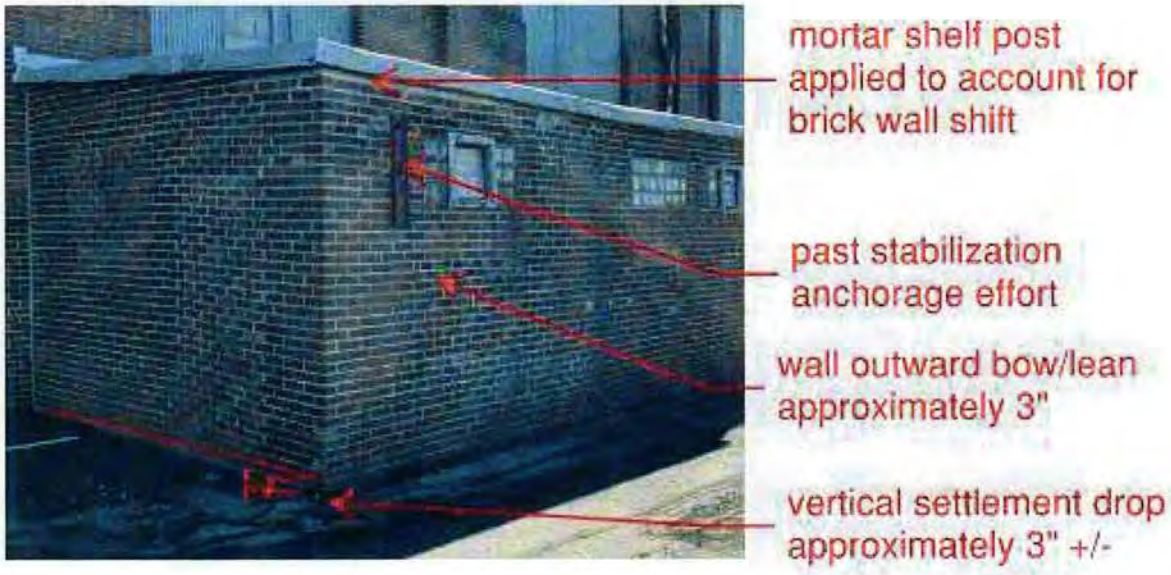


Image 15: Southern Building Shed Extension Movement Example

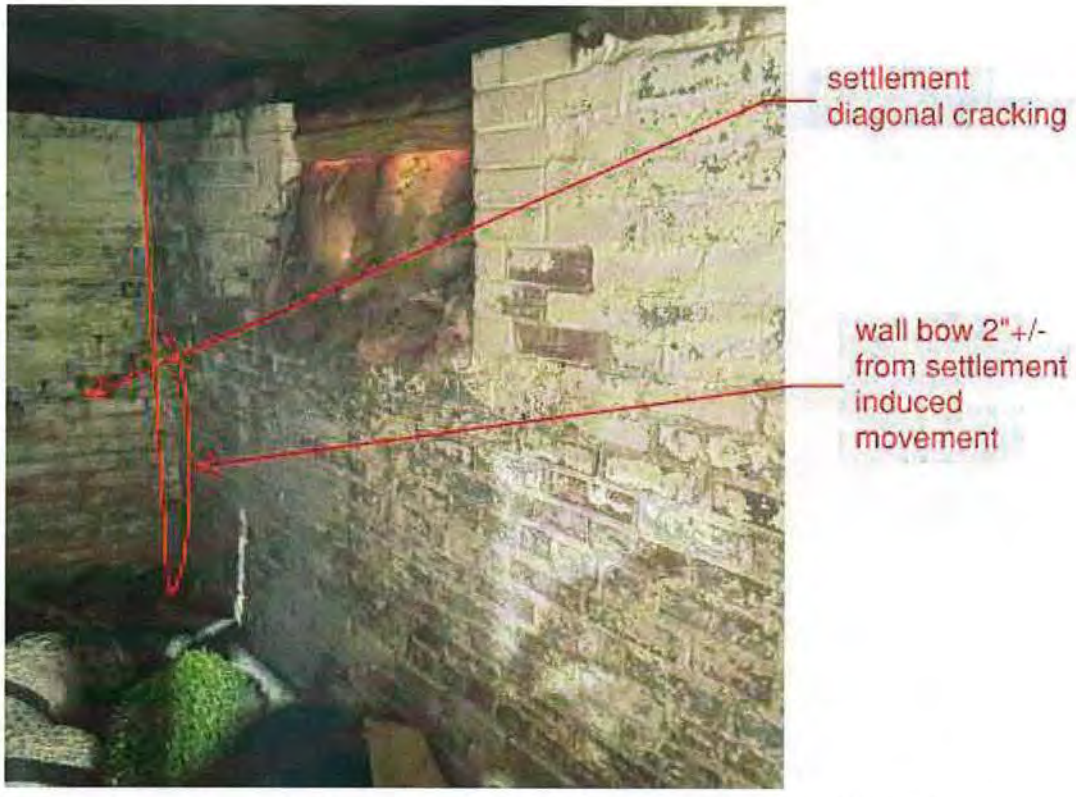


Image 16: Southern Building Shed Extension Movement Example

Southern Building Missing Roof Anchors:

Observation: Two wall tie anchors to the roof diaphragm were observed missing on the southern wall. Refer to Image 17.

Concept Mitigation: Replace missing cast iron star ties in kind.



Image 17: Southern Wall Missing Roof Anchor Ties

Southern Building Interior Repointing:

Observation: During spot observations of the building's interior face mortar condition, various locations were found with missing mortar for the interior face wythe within the bottom 24" of wall height (Image 18). Although the reason for the mortar loss is unverified, this is often a result of moisture wicking from the foundation near grade, but can also be a cause of past flood events as well.

Concept Mitigation: Repoint missing mortar in kind with historically matched mortar. Reserve cost contingency for 25% -50% of wall length for interior base repointing within lower 24" height.



Image 18: Interior Wall Face Mortar Deterioration/Missing at Base of Wall

Southern Building Steel Column Rust Pack:

Observation: Since the perimeter steel columns that support the long span steel trusses for the southern building were constructed within the perimeter multi-wythe brick wall assembly without an air gap between the brick and the steel column surface, when the wall assembly has taken on moisture in the past this condition has led to steel column surface rust within the wall assembly in various locations. See Image 19 for an example. Although this condition was observed, evidence of steel overstressing brick movement due to extensive rust jacking was not observed except one location shown in Image 25.

Concept Mitigation: Although we did not observed brick movement evidence that would indicate a higher loss of steel due to rust pack expansion movement from the columns (except one location shown in 25), we would advise ownership maintain a cost contingency for localized column strengthening repairs if more than 20% steel material loss is observed during restoration efforts. The general restoration efforts during future renovations should include the following:

- Where surface rust is observed at the brick to column interface, temporarily remove the brick locally to expose the steel column.
- Clean the surface rust down to a bare white metal condition.
- Measure the remaining material in the cleaned area to confirm if material loss exceeded 20%.
- If material loss exceeded 20%, consult a structural engineer to provide a localized strengthening measure, which will likely consist of a welded steel plate or angles.
- After repairs are made or if the material loss was less than 20%, apply a coating of rust inhibitor primer and paint.
- Reconstruct the removed brick to the original condition.

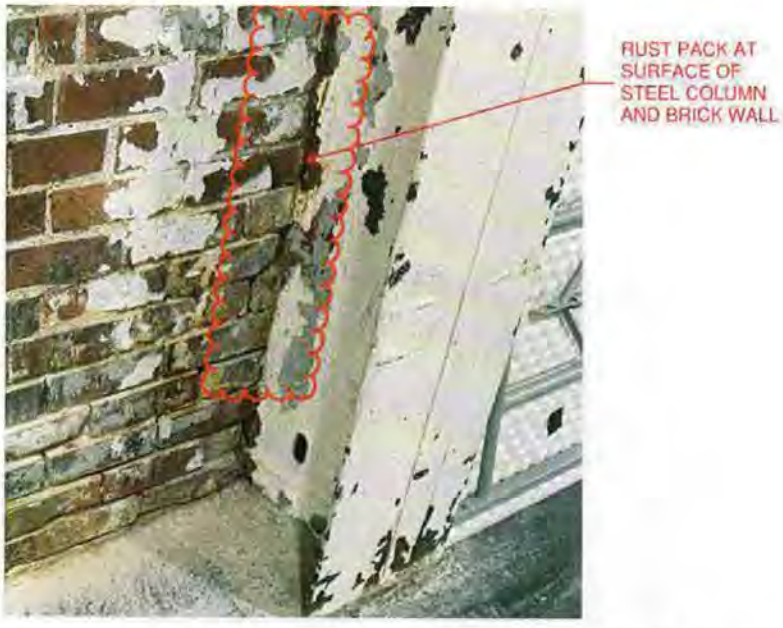


Image 19: Southern Building Steel Column Rust Observation at Brick Wall Interface Example

Southern Building Settlement and Down Spout:

Observation: Visual observations found that a portion of the primary southern area building had undergone vertical settlement which led to brick wall movement and cracking. See Image 20 for the locally laser surveyed settlement data. We should note that other areas likely experienced varying settlements to a lesser extent as well, but was not field surveyed at this time. Although cracking was induced in the masonry, since the building is a framed system support condition; the observed settlement does not reduce primary gravity structural capacity for continued building service life.

The exact cause of the settlement is unverified, however we also observed vertical downspouts that utilized sub-surface terra cotta pipe adjacent to primary foundation locations, and spot observed one location where the vertical pipe had experienced a damaged condition on the building eastern face which can lead to sub-surface erosion if not replaced. See Image 21 for observed location.

Concept Mitigation: We recommend hiring a plumber to scope all sub-surface pipes to determine which areas of subsurface plumbing have experienced shifting, breakage or general failure. The pipes that are compromised should then be replaced to reduce potential for sub-surface soil erosion. Building foundations within areas that have previously undergone settlement can either remain as currently settled and then monitored for future movement, or ownership can proactively have helical pier installation installed in areas of higher settlement to reduce future movement potential.

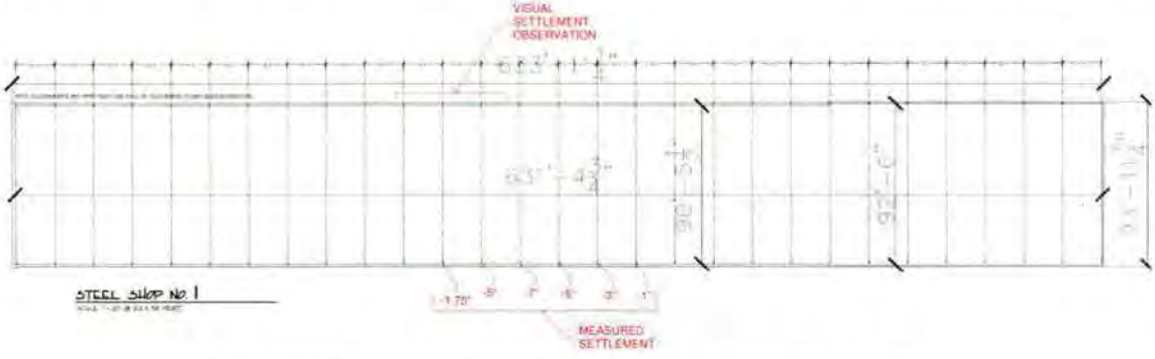


Image 20: Building Column Foundation Settlement Observations



Image 21: Exterior Roof Drainage Pipe Damage and Terra Cotta Installation Observation

Southern Building Exterior Masonry Restoration:

Observation: The exterior masonry was observed to be generally upkept with regards to past masonry tuckpointing efforts. However, as with any building of this age, iterative masonry pointing maintenance is an ongoing matter. To aid ownership in planning for future repointing focused efforts, please refer to Images 22 for example, and Images 23-25 for elevation markups.

Concept Mitigation: Owner's mason should repoint locations shown in Images 23-25 in the next maintenance cycle. Interior repointing should also be addressed per the Interior Masonry Repointing Section of this report as well.



Image 22: Exterior Wythe Mortar Loss Example



Image 23: Southern Exterior Masonry Areas of Mortar Loss



Image 24: Eastern Exterior Masonry Areas of Mortar Loss

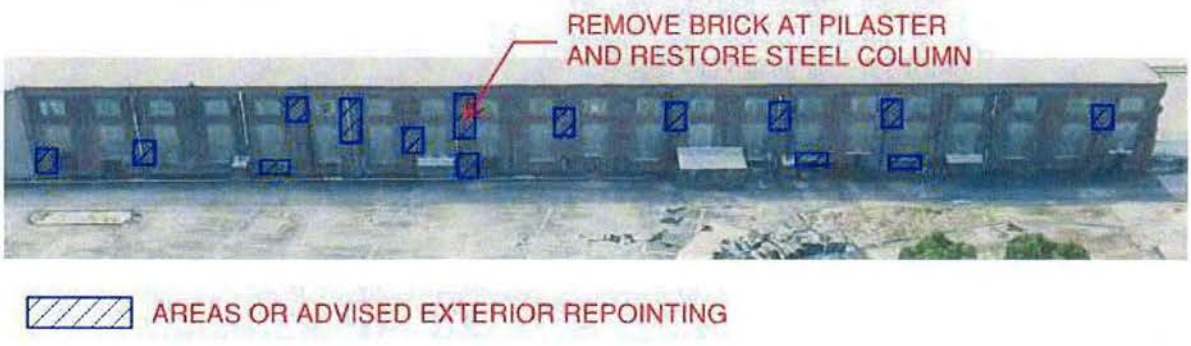


Image 25: Western Exterior Masonry Areas of Mortar Loss

Northern Building Deteriorations

In general, the northern building appeared structurally to be in sound condition thru spot visual based observations. The only visual observation that warrants additional structural recommended measures from a deterioration standpoint is the perimeter CMU infill wall. The top of the wall anchorage was addressed under the IEBC 2021 compliance discussion, however spot locations of top CMU destabilization were also observed and would require resetting to minimize fall hazard risk. See Image 26 below for an example.



Image 26: North Building Perimeter CMU Wall Top Course Destabilization Example

CONCLUSION

The observations and recommendations presented in this structural assessment should provide an adequate visual based overview for the current condition of building 90 with the intended purpose of aiding in long term planning efforts. In my professional opinion, the buildings are adequate for continued use with the recommended maintenance measures incorporated. In addition to the maintenance related efforts, additional code trigger applied mitigation considerations/cost should be accounted for during future planning efforts that were discussed under the Renovation Structural Compliance Review section of this report.

If there are any follow-up questions or would like to discuss the content of this letter, please contact myself at your convenience.

Sincerely,
KPFF Consulting Engineers

Joseph A. Carpenter, PE, LEED AP
Associate



RESTRICTED APPRAISAL REPORT

OF

Two Industrial Buildings known as
Buildings 90 & 91A within the
American Car & Foundry Complex

LOCATION

900 & 550 N. Main Street
City of St. Charles, St. Charles County, MO. 63301

PREPARED FOR:

ACF Revitalization, LLC

VALUATION DATE

December 8, 2025

Midwest RealEstate Appraisal Services

Midwest RealEstate Appraisal Services

January 5, 2026

ACF Revitalization, LLC
100 Clark Street
St. Charles, MO. 63301

Pursuant to your request and authorization, Midwest RealEstate Appraisal Services has appraised the real estate numbered 900 & 550 N. Main Street, in the City of St. Charles, St. Charles County, Missouri, 63301. The property appraised are two industrial buildings being part of the larger American Car & Foundry Complex.

The purpose of this appraisal is to express the appraiser's opinion of value of the fee simple interest in the real estate, subject to the stated scope of work, type and definition of value, assumptions and limiting conditions and certification within this appraisal report. This is a restricted report. As such the description of the improvements is minimal and can only be understood by the client. This report is a brief recapitulation of the appraiser's conclusions. Supporting documentation is retained in the appraiser's work file. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The property was viewed on December 8, 2025.

The following appraisal sets forth the most pertinent data gathered, the methods to value utilized, and the reasoning leading to the opinion of value. The analyses, opinions, and conclusions were developed based on, and this report has been prepared in conformance with, the appraiser's interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) in effect as of January 1, 2026. It also conforms to the requirements and policies of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and Title XI Regulations.

29232 Brittany Court Wright City, MO 63390 636-359-2378 mwappraisalservices@gmail.com

The appraiser understands that the intended use of this appraisal report is for future disposition of the Subject property by estimating the market values of the fee simple interest in the real estate under the following scenarios: "As Is" as it is currently improved, land value only and "As Proposed" or as renovated as it relates to the improved properties consistent with the use type of the Subject properties. The intended user of this report is ACF Revitalization, LLC. No other intended users are identified. The contents and conclusions in this appraisal report may be relied upon in accordance with the stipulated use herein.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

CLIENT:	ACF Revitalization, LLC
ADDRESS:	900 & 550 N. Main Street, St. Charles, St. Charles County, Missouri, 63301
LOCATION:	900 N Main Street is located at the east corner of N Main & N. Second Street and Along and 550 N. Main Street, is an interior location accessed by N. Main Center. Both properties are part of the larger American Car & Foundry complex, located proximate and overlook the Missouri River.
PROPERTY RIGHTS APPRAISED:	Fee Simple
OWNERSHIP& BRIEF HISTORY:	St. Charles Properties. No transactions over the last 5+ years.
ASSESSOR'S IDENTIFICATION #s:	6-009A-D603-00-000H (900 N Main) 6-009A-D603-00-000F (550 N Main Street)
PROPERTY TYPE:	Industrial Buildings
ZONING:	"I-2" Heavy Industrial District for 900 N Main Street & "PD-MU" & Planned Development Multi-Use by the City of St. Charles

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS (CONT)

LAND AREA:	4.6357± Acres as to 900 N. Main Street An allocated 0.589 Acres as to 550 N. Main Street, as this property is improved with multiple structures on a larger 1.28 acre site.
FLOOD HAZARD:	Per FEMA Map Panel #: 29183C0286G, dated January 20, 2016, both Subject properties are located within Zone AE, within the 100 year flood plain and within the 500-year flood plain or 0.2% annual chance of flood hazard from the Missouri River. The Subject properties are not located within undevelopable floodway.
PRINCIPAL IMPROVEMENTS:	900 N Main Street is a single tenant, light industrial building originally constructed in 1910 according to St. Charles County Assessor's Records, containing a gross building area of 59,502 SF based on exterior measurements. The masonry and steel frame building was originally constructed as an industrial building, currently utilized for recreational purposes. This building is considered in fair/average condition for its age. 550 N Main Street is a single tenant, two story industrial building of masonry and wood frame construction originally built in 1900, according to St. Charles County Records, containing a gross building area of 19,780 SF, or 9,890 SF per level. This structure is part of a larger building as it is connected to a larger single story warehouse structure. For valuation purposes, only the two story portion of this larger building is valued herein, identified as Building 91A. This building has no interior finish, no plumbing and is equipped with a small freight elevator providing access to the loft. The building is currently marginally utilized for storage, but the loft is not being used. This building is considered in poor/fair condition and is reported to have substantial structural deficiencies.

HIGHEST AND BEST USE:	As vacant – light industrial or service commercial use As improved – The current improvements provide values over and above the land value. As such are considered the highest and best uses of property at this time.
HYPOTHETICAL CONDITION/ EXTRAORDINARY ASSUMPTION	The valuation herein for the property numbered 550 N Main Street, aka Building 91A, is based on the hypothetical condition of an allocated site area based on the Subject's building as a percentage of the larger gross building area of the multiple structures on the same site.

SCOPE OF WORK

In the instance of the value estimate contained herein, "scope of work" is intended to include the process of collecting, confirming, and reporting data by the appraisers as disinterested third parties. The scope of work includes identifying the property and property interest to be appraised based on the client, purpose, and intended use of the appraisal, analyzing the Subject property, along with all relevant market data, and the marketability of the Subject property and reporting the results of this process in a clear and concise manner. The reader is referred to the Certification and Assumptions and Limiting Conditions in the Addendum section of the report wherein the conditions are stated under which the report has been prepared. This is a restricted report. As such the description of the improvements is minimal and can only be understood by the client.

Subject of the Assignment

The property appraised is the real estate numbered at 900 & 550 N Main Street, in the City of St. Charles, St. Charles County, MO. 63301. The property appraised are two industrial buildings that are part of the larger American Car & Foundry Complex. Building 90, numbered 900 N Main Street, is a 115 year old building containing 59,502 SF constructed on a 4.6357 acre site. Building 91A is part of a larger, multiple building property numbered 550 N Main Street. This two story industrial building is 125 years of age, according to St. Charles County Records, and contains a gross building area of 19,780 SF.

Methods of Appraisal

The valuation of real estate usually involves three approaches to value: the Cost, Income Capitalization and Sales Comparison Approaches to value.

The Subject property are two, older industrial buildings. The most applicable and credible appraisal technique used for this analysis is the Sales Comparison Approach.

The Subject properties are two, older industrial buildings both considered in below average condition. The Cost Approach is not relevant given the building ages and current condition. The valuation herein is to establish the fee simple market value of the property. As such, any lease encumbrances of the buildings were not taken into consideration. For these reasons, only the Sales Comparison Approach was developed.

Appraisal Development Process

The appraisal development included a description of the Subject property, an analysis of regional and neighborhood trends, and research of market data such as comparable sales and comparable rentals. Subject property data was garnered through a physical inspection as well as gathering information from other sources such as ownership and various government offices such as the St. Charles County Assessors' Office. Market data was verified by the owner, buyer, broker/agents, contract, title company, and/or public record. The accumulated data was analyzed in relation to the Sales Comparison approach to value.

Appraisal Format & Compliance

The results, opinions, and conclusions of this investigation are presented in this Restricted Appraisal Report. This report is limited to a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's work file. To develop the opinion of value, the appraiser has performed an appraisal process based on his understanding of the requirements and policies of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and as defined by the Uniform Standards of Professional Appraisal Practice (USPAP) in effect as of January 1, 2026.

Competency Provision

The appraiser issuing this report has been a licensed Certified General Appraiser since 2005, conducting numerous appraisals on properties similar to Subject. The appraiser has access to a number of credible databases, associates, and market participants, and is able to obtain all information necessary to perform the appraisal requested. As a result, it is believed the Appraiser fully complies with the competency provision of USPAP. The appraiser has included with the report a USPAP certification signed by the appraiser. In addition, the appraiser certifies compliance with OCC Regulation 12 CFR 34 and is competent to perform this appraisal assignment.

Type and Definition of Value

To express the appraiser's opinion of the *market value* of the *fee simple interest* of the Subject property described herein. The following definitions are pertinent to this report:

- ***Fee Simple Interest***: includes all property rights, known as the bundle of rights that may be lawfully owned subject only to government powers. The bundle of rights includes the right to use, sell, lease, give away, and to elect to exercise all or none of these rights. The powers of government, which limit the bundle of rights include taxation, eminent domain, police power, and escheat.

- ***Market Value***: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

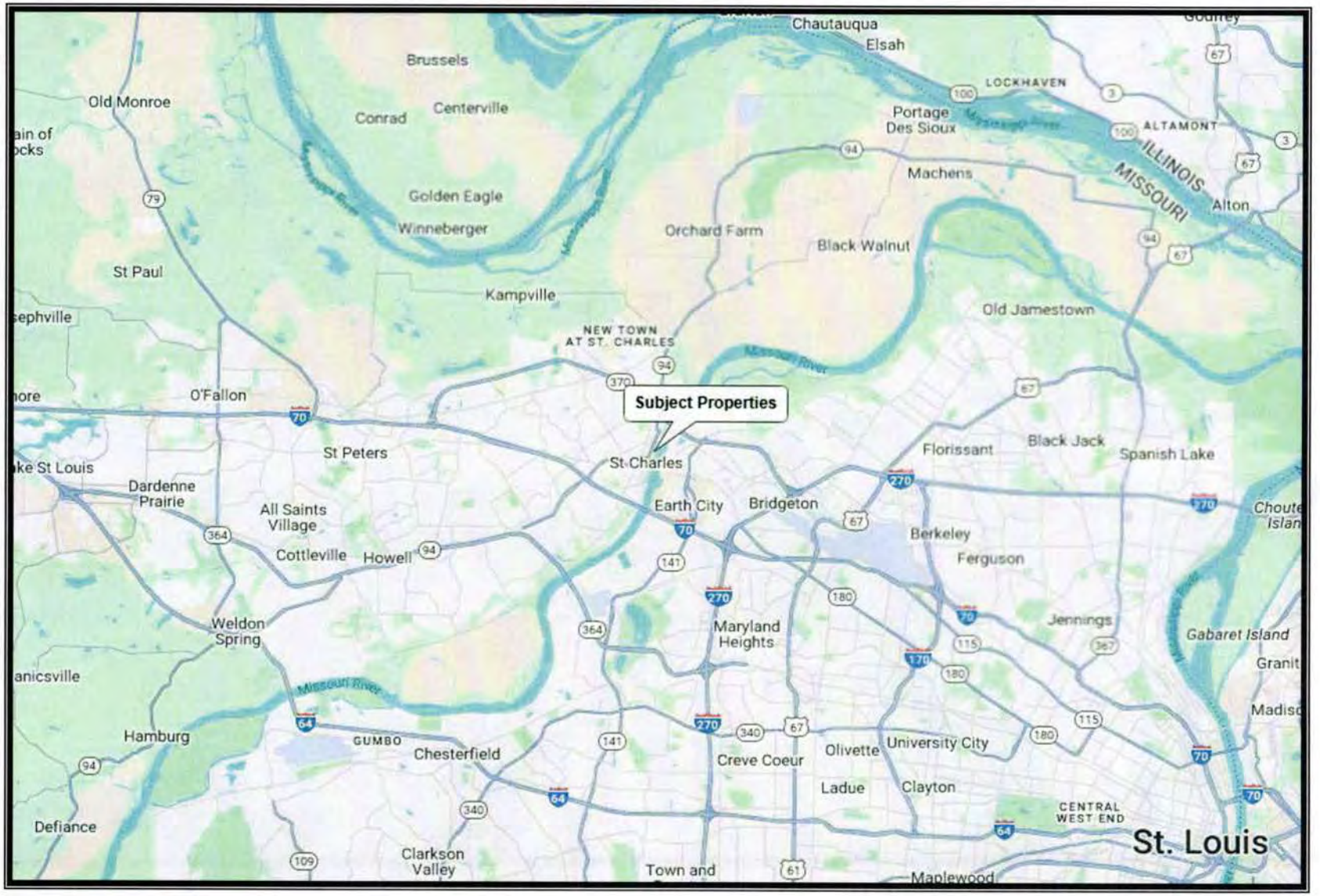
    1. buyer and seller are typically motivated;
    2. both parties are well informed or well advised, and acting in what they consider their best interests;
    3. a reasonable time is allowed for exposure in the open market;
    4 payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
    5 the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

  Market value is synonymous with the legal term "fair market value."

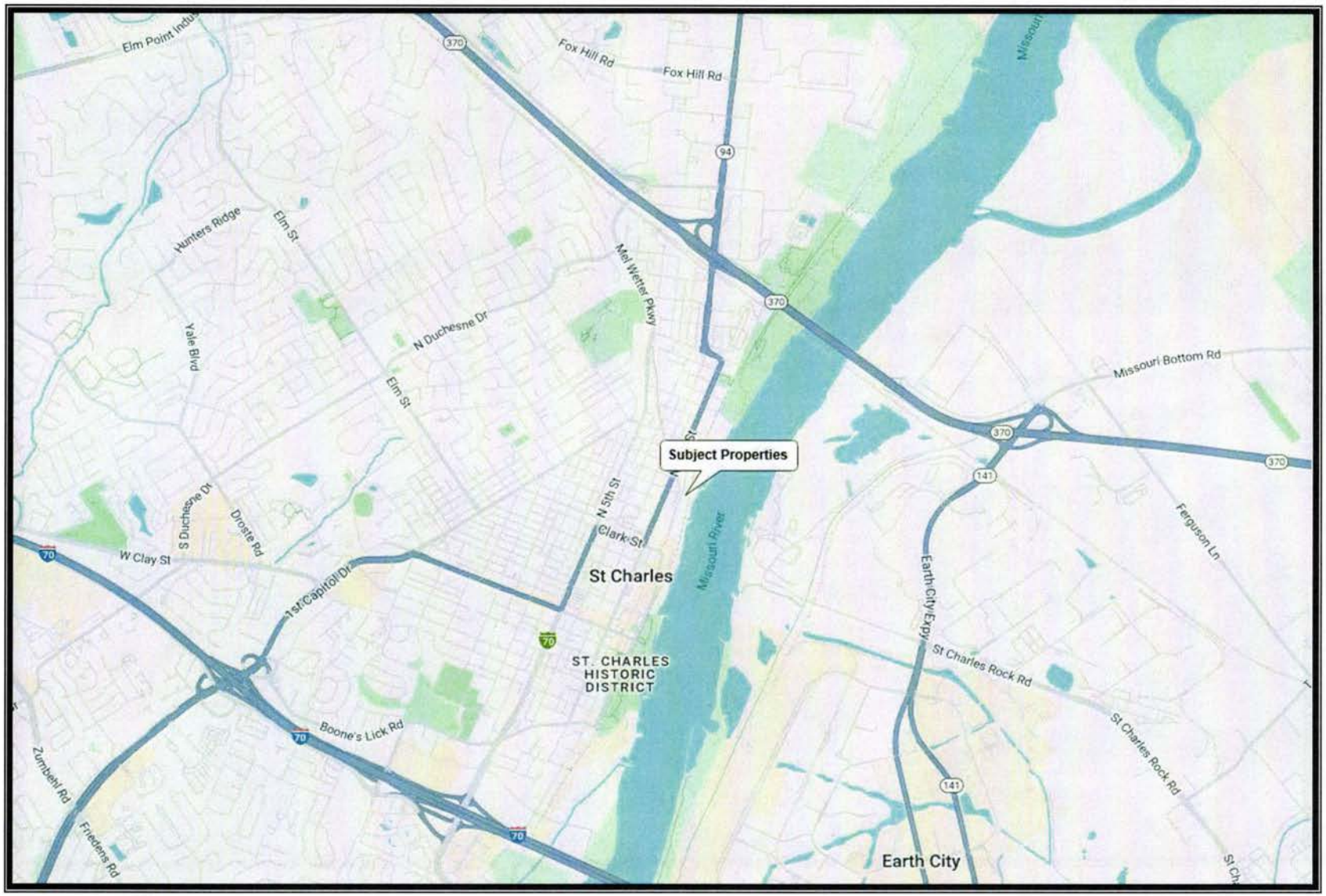
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[1] *Code of Federal Regulation: 12CFR, Part 546.2(f)*

Regional Map



Neighborhood Map



Aerial Photos of Subject Environs (900 N Main)



Aerial Photos of Subject Environs (550 N Main)



Subject Photographs







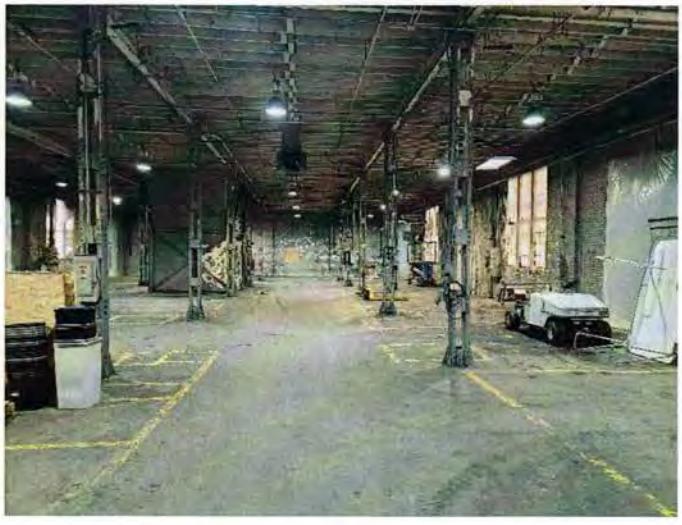







STORE HOUSE
Grace

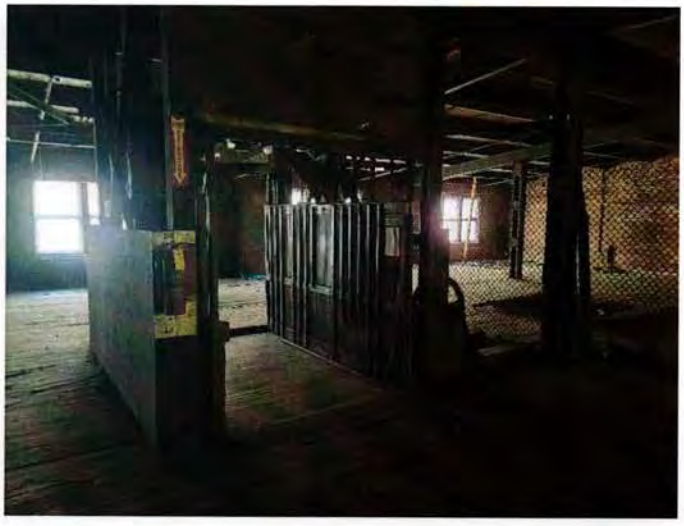












RECONCILIATION OF VALUE

It is the appraiser's opinion that as of December 8, 2025, the date of the most recent viewing, the fee simple market value of the properties appraised of its various scenarios are as follows:

900 N. Main Street "As Is"

ONE MILLION SEVEN HUNDRED EIGHTY FIVE THOUSAND DOLLARS

$1,785,000

900 N. Main Street "As Proposed"

TWO MILLION SIX HUNDRED EIGHT THOUSAND DOLLARS

$2,680,000

900 N. Main Street "Land Value Only"

FIVE HUNDRED THIRTY FIVE THOUSAND DOLLARS

$535,000

550 N. Main Street "As Is"

THREE HUNDRED THOUSAND DOLLARS

$300,000

550 N. Main Street "As Proposed"

SEVEN HUNDRED SEVENTY THOUSAND DOLLARS

$770,000

550 N. Main Street "Land Value Only"

SIXTY NINE THOUSAND DOLLARS

$69,000

The appraiser certifies that he has no present or contemplated future interest in the Subject property, and neither his employment to make this appraisal nor the compensation is contingent on the conclusions, or the amounts of valuation reported herein.

Respectfully Submitted,
Midwest RealEstate Appraisal Services



Delbert R. Blake
Certified General Appraiser

ADDENDUM

RESTRICTED APPRAISAL REPORT
ASSUMPTIONS AND LIMITING CONDITIONS

This report(s) is subject to underlying assumptions and limiting conditions qualifying the information contained in the report(s) as follows:

Restricted Appraisal Report - This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser(s) is not responsible for unauthorized use of this report.

Furthermore, in accordance with prior agreement between the client and the appraiser(s), this report is the result of a limited appraisal process in that certain allowable departures from specific guidelines of the Uniform Standards of Professional Appraisal Practice were invoked. The intended user of this report is warned that the reliability of the value conclusion provided may be impacted to the degree that there is departure from specific guidelines of USPAP.

Limit of Liability - The liability of Midwest RealEstate Appraisal Services, LLC and employees is limited to the fee collected for preparation of the appraisal(s). There is no accountability for liability to any third party.

Copies, Publication, Distribution, Use of Report - Possession of this report(s) or any copy thereof does not carry with it the right of publication through advertising media, or any other public means of communication (especially any conclusions as to value, the identity of the appraiser(s), or the firm with which he (they) is connected, or any reference to the Appraisal Institute or the MAI or SRA designations) without the prior consent and written approval of the appraiser(s), nor may it be used for other than its intended use; the physical report(s) remains the property of the appraiser(s) for the use of the client, the fee being for the analytical services only.

The report(s) may not be used for any purpose other than the purpose stated in the report(s) by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of the appraiser(s), and then only in its entirety. Disclosure of the contents of this report(s) is governed by the By-Laws and Regulations of the Appraisal Institute.

RESTRICTED APPRAISAL REPORT
ASSUMPTIONS AND LIMITING CONDITIONS - CONTINUED PAGE 2

No third parties may rely upon this appraisal report(s) for any purpose whatsoever, including the provision of financing for the acquisition of improvement of the Subject property. This appraisal(s) was prepared specifically for our client. Third parties who desire us to prepare an appraisal(s) of the Subject property for their use should contact the signatory (signatories) of this report.

Confidentiality - The appraiser(s) may not divulge the material (evaluation) contents of the report(s), analytical findings, or conclusions, or give a copy of the report(s) to anyone other than the client or his designee as specified in writing (except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement), or by a court of law or body with the power to subpoena.

This appraisal(s) is to be used only in its entirety, and no part is to be used without the whole report(s). All conclusions and opinions concerning the analysis which are set forth in the report(s) were prepared by the Appraiser(s) whose signature(s) appears on the appraisal report(s), unless indicated as "Review Appraiser(s)." No change of any item in the report(s) shall be made by anyone other than the Appraiser(s), and the Appraiser(s) and firm shall have no responsibility if any such unauthorized change is made.

Information Used - No responsibility is assumed for accuracy of information furnished by or from others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors.

The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought to be reasonable. All are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information.

It is assumed that all information known to the client and relative to the valuation has been accurately furnished; and that there are no undisclosed leases, agreements, liens, or other encumbrances affecting the use of the property.

It is suggested that any authorized third party user of this research data or facts contained herein consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds for the Subject property.

RESTRICTED APPRAISAL REPORT
ASSUMPTIONS AND LIMITING CONDITIONS - CONTINUED PAGE 3

Testimony, Consultation, Completion of Contract for Appraisal Services - The contract for appraisal(s), consultation, or analytical service is fulfilled and the total fee payable upon completion of the report(s). The appraiser(s) or those assisting in preparation of the report(s) will not be asked or required to give testimony in court or hearing because of having made the appraisal(s), in full or in part, nor engage in post appraisal(s) consultation with client or third parties except under separate and special arrangement and at an additional fee.

Exhibits - The sketches and maps in this report(s) are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status, as of the date of the photos.

Legal, Engineering, Financial, Structural, or Mechanical Nature, Hidden Components, Soil - No responsibility is assumed for matters legal in character or nature, whether existing or pending; nor matters of survey; nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report(s).

The legal description is assumed to be correct as used in this report(s) as furnished by the client, his designee, or as derived by the appraiser(s). The appraiser(s) has neither made a legal survey nor has he (they) commissioned one to be prepared; therefore, reference to a sketch, plat, diagram, or previous survey appearing in the report(s) is only for the purpose of assisting the reader to visualize the property.

The appraiser(s) has viewed, by observation, the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structure, or their components, or any mechanical components within the improvements; no representations are made herein as to these matters unless specifically stated and considered in the report(s); the value estimate considers there being no such conditions that would cause a loss of value. The land or the soil for the area being appraised appears firm; however, subsidence in the area is unknown. The appraiser(s) does not warrant against this condition or occurrence of problems arising from soil conditions.

RESTRICTED APPRAISAL REPORT
ASSUMPTIONS AND LIMITING CONDITIONS - CONTINUED PAGE 4

The appraisal(s) is based on there being no hidden inapparent or apparent conditions of the property site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise of engineering to discover them and no termite inspection was conducted. All mechanical components are assumed to be in operable condition and status standard for properties of the Subject type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made as to adequacy of type of insulation or energy efficiency of the improvements or equipment.

This is a copyrighted work protected by the laws of the United States (Title 17, U.S. Code). It is illegal for anyone to violate any of the rights provided by this Copyright Act.

Legality of Use - The appraisal(s) is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report(s); further, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization has been or can be obtained or renewed for any use considered in the value estimate.

Hazardous Materials - Unless otherwise stated in this report(s), the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser(s). The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

RESTRICTED APPRAISAL REPORT
ASSUMPTIONS AND LIMITING CONDITIONS - CONTINUED PAGE 5

Americans with Disabilities Act - The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed recommendations set by ADA. Handicap requirements in St. Louis County and St. Charles County are governed by the American National Standards Institute ("ANSI"). It is possible that an ADA compliance survey of the property, together with a detailed analysis of the specifications set by ANSI, could reveal that the property is not in compliance with one or more of the specifications. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the specifications of ANSI in estimating the value of the property.

Component Values - The distribution of the total valuation of this report(s) between land and improvements applies only under the existing program of utilization. The separate valuations for land and building(s) must not be used in conjunction with any other appraisal(s) and are invalid if so used.

Auxiliary and Related Studies - No environmental or impact studies, special market study or analysis, highest and best use, analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report(s). The appraiser(s) reserves the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent such study or analysis or previous study or analysis subsequently becoming known to him.

Separation of the signature pages from the balance of our report(s) invalidates the value conclusion.

Dollar Values, Purchasing Power - The market value estimated and the costs used are as of the date of the estimated value. All dollar amounts are based on the purchasing power and price of the U.S. dollar and financing rates prevailing at the effective date of the value estimate.

Inclusions - Furnishings and equipment or business operations, except as specifically indicated and typically considered as a part of the real estate, have been disregarded with only the real estate being considered.

RESTRICTED APPRAISAL REPORT
ASSUMPTIONS AND LIMITING CONDITIONS - CONTINUED PAGE 6

Proposed Improvements, Conditioned Value - Improvements proposed, if any, on or off site, as well as any repairs required are considered, for purposes of this appraisal(s), to be completed in good and workmanlike manner according to information submitted and/or considered by the appraiser(s). In cases of proposed construction, the appraisal(s) is subject to change upon viewing of the property after construction is completed.

Value, Change, Dynamic Market, Influences - The estimated market value is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace. The "Estimate of Market Value" in the appraisal report(s) is not based in whole or in part upon race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

Management of the Property - It is assumed that the property, which is the Subject of this report, will be under prudent and competent ownership and management, neither inefficient nor super-efficient.

The fee for this appraisal(s) or study is for the service rendered and not for the time spent on the physical report.

The valuation estimate applies only to the property specifically identified and described in the ensuing report(s). The value reported is only applicable to the property rights appraised and the report(s) should not be used for any other purposes.

Acceptance of, and/or use of, this appraisal report(s) constitutes acceptance of the above conditions.

DELBERT R. BLAKE

Education

Wichita State University, Wichita, Kansas, BSBA, Business Administration, 1990

University Missouri St. Louis, Finance and Accounting, 1992

American School or Real Estate, Brokers License, 1994

Appraisal Institute Courses Completed:

- 110 Appraisal Principles
- 120 Appraisal Procedures
- 310 Basic Income Capitalization
- 320 General Applications
- 410 National Uniform Standards of Professional Appraisal Practice (USPAP)
- 420 (USPAP) Business Practice and Ethics
- 520 Highest and Best Use/Market Analysis

Professional Affiliations

Licensed Real Estate Broker by the Missouri Real Estate Commission
State Certified General Real Estate Appraiser by the State of Missouri (2005038251)

Experience

Mr. Blake's professional experience consists of real estate brokerage activities in both residential and commercial properties, currently working as a broker/salesperson with Trophy Properties & Auction. In addition, Mr. Blake is a general contractor developing residential properties.

Mr. Blake has been employed as a fee appraiser for The Westover Group, L.L.C. since November 2003; and Roland & Company, LLC since 2005. Mr. Blake has appraised commercial, industrial, governmental, residential, institutional, special use, educational, agricultural and recreational properties for purposes of sale/purchase, insurance, lease, financing, income, ad valorem tax, condemnation, allocation of purchase price, due diligence, property accounting, acquisition/development, and estate and corporate planning.

Property interest appraised include fee simple, leased fee, leasehold and partial interests

CERTIFICATION

The appraiser hereby certifies that he has personally viewed the property described below:

Two Industrial Buildings part of the
American Car & Foundry Complex
900 & 550 N Main Street
City of St. Charles, St. Charles County, Missouri

To the best of the appraiser's knowledge and belief, certifies that:

- ◊ Midwest RealEstate Appraisal Services has not performed services, as an appraiser or in any other capacity, regarding the property that is the Subject of this work, within the three year period immediately preceding acceptance of this assignment.
- ◊ The statements of fact contained in this report and upon which the opinions herein are based are true and correct.
- ◊ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions attached herewith, and are the appraiser's personal, unbiased professional analyses, opinions, and conclusions.
- ◊ The appraiser has no present or prospective interest in the property that is the Subject of this report, and has no personal interest or bias with respect to the parties involved.
- ◊ The compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, subject matter of the appraisal report or the parties involved.
- ◊ The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics of the Appraisal Institute.
- ◊ The appraiser has made a personal inspection of the property that is the Subject of this report, and has considered all the pertinent factors affecting the value thereof.
- ◊ Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser(s), subject to the requirements of the Appraisal Institute relating to review by duly authorized representatives, and in any event only with proper written qualification and only in its entirety.
- ◊ No one has provided significant professional assistance to the signatory in the preparation of this report.
- ◊ As of the date of appraisal, Delbert R. Blake is currently certified by the State of Missouri as a General Real Estate Appraiser through June 30, 2026.
- ◊ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Delbert R. Blake,
Certified General Appraiser

Dated this 5th day of January, 2026

CONCEPTUAL CONSTRUCTION COST ESTIMATE DETAIL

12/22/2025

ACF - Building 90

Partial Renovation

Prepared by: ACF Revitalization, LLC

Category				Estimate
Existing Conditions			$	224,781
Substructure/Superstructure			$	164,544
Exterior Wall			$	276,006
Roof Enclosure			$	387,142
Partitions & Doors			$	-
Finishes			$	35,000
Millwork, Specialties, Furnishings, & Equipment			$	7,200
Conveying			$	-
Fire Protection, Plumbing, Mechanical, Electrical			$	235,839
Site Work			$	144,000
		Subtotal	**$**	**1,474,511**
General Conditions			$	129,019
Insurance			$	33,176
Overhead & Profit			$	103,216
Contingency			$	132,706
		Subtotal	**$**	**398,117**
		TOTAL	**$**	**1,872,628**

CONCEPTUAL CONSTRUCTION COST ESTIMATE DETAIL

12/22/2025

ACF - Building 90

Partial Renovation

Prepared by: ACF Revitalization, LLC

Description	Quantity	Unit	Cost	Extension	Totals
Existing Conditions					
Miscellaneous Interior Building Demolition	28,811	EA	$ 2.50	$ 72,027.50	
Selective Demolition	4	EA	$ 6,500.00	$ 26,000.00	
Miscellaneous Site Demolition	32	HRS	$ 1,260.00	$ 40,320.00	
Other Material/Structures Removal	57,622	SF	$ 1.50	$ 86,433.00	
					$ 224,780.50
Substructure / Superstructure					
Slab Patching	14,406	SF	$ 2.50	$ 36,013.75	
Roof Anchors	63	AL	$ 1,500.00	$ 94,250.00	
Wall Anchors	28	EA	$ 450.00	$ 12,375.00	
Interior Masonry Walls Reset	1	AL	$ 7,500.00	$ 7,500.00	
Joint Sealants	57,622	SF	$ 0.25	$ 14,405.50	
					$ 164,544.25
Exterior Walls					
Façade Cleaning	1	AL	$ 15,000.00	$ 15,000.00	
Tuckpointing	6,414	SF	$ 29.00	$ 186,006.00	
New Caulking	1	AL	$ 25,000.00	$ 25,000.00	
Column Repairs	1	AL	$ 50,000.00	$ 50,000.00	
					$ 276,006.00
Roof Enclosure					
Roof Decking	8,643	SF	$ 7.50	$ 64,824.75	
TPO Roofing	8,643	SF	$ 30.00	$ 259,299.00	
Sheet Metal Flashing	1	AL	$ 45,000.00	$ 45,000.00	
Downspouts and Gutters	8	LF	$ 2,145.00	$ 18,018.00	
					387,142
Partitions, Ceilings & Doors					
					$ -
Finishes					
Bathroom Finishes	1	AL	$ 35,000.00	$ 35,000.00	
					35,000
Millwork, Specialties, Furnishings, & Equipment					
Toilet Accessories	1	LS	$ 3,000.00	$ 3,000.00	
Fire Extinguishers	1	LS	$ 4,200.00	$ 4,200.00	
				$ -	$ 7,200.00
Conveying					
					$ -
Fire Protection, Plumbing, Mechanical, Electrical					
Fire Protection	1	AL	$ 60,000.00	$ 60,000.00	
Plumbing	1	LS	$ 100,838.50	$ 100,838.50	
Mechanical	1	AL	$ 30,000.00	$ 30,000.00	
Electrical	1	AL	$ 45,000.00	$ 45,000.00	
					235,839
Site Work					
Site Entry	1	LS	$ 25,000.00	$ 25,000.00	
Regrading and Misc Patching	1	AL	$ 95,000.00	$ 95,000.00	
Site Lighting	1	LS	$ 24,000.00	$ 24,000.00	
					$ 144,000.00

6446

NOTICE OF REAL ESTATE ASSESSMENT

ST. CHARLES COUNTY
ASSESSOR

Travis Welge, Assessor
201 N 2nd St., Room 212
St. Charles, MO 63301
www.sccmo.org

April 29, 2025

In accordance with the laws of the State of Missouri, the St. Charles County Assessor's Office is notifying you of your property's assessment as of January 1, 2025. The "Market" and "Assessed" values listed hereon represent the value to be used in the calculation of Real Estate taxes. To file an appeal for an informal hearing **to discuss the valuation assigned to your property**, return the bottom portion of this notice or call **636-949-7431 or 1-800-822-4012, ext. 7431, within 10 days** from the date mailed to make an appointment for an informal hearing.

ST CHARLES PROPERTIES
625 N MAIN CTR
ST CHARLES MO 63301-2186

6446

VALUATION NOTICE

PURSUANT TO SECTIONS 99. 800 TO 99.865, 135.200 TO 135.255 AND 353.110 RSMo, THERE ARE 76 PARCELS TOTALLY OR PARTIALLY EXEMPT FROM AD VALOREM TAXES IN ST. CHARLES COUNTY RESULTING IN AN ABATED MARKET VALUE OF $230,157,383. A LIST OF SPECIFIC ABATED PROPERTIES IS AVAILABLE FOR INSPECTION UPON REQUEST.

PARCEL ACCOUNT NUMBER	PROPERTY ADDRESS
T250600014	900 MAIN ST
MAP ID. NUMBER	**LEGAL DESCRIPTION**
6-009A-D603-00-000H.0000000	AMERICAN CAR FOUNDRY LOT H

SCHOOL DISTRICT	CITY	FIRE DISTRICT	TWP/RG	LOT SIZE/AC.
R6 - ST CHARLES CITY SCHOOL	06 - ST CHARLES CITY	06 - ST CHARLES CITY FIRE	47/5	4.6357 AC

PROPERTY TYPE:	RESIDENTIAL	COMM/ALL OTHER	AGRICULTURAL	TOTAL
2025 MARKET VALUE	$0	$777,717	$0	$777,717
ASSESSMENT RATE	X19%	X32%	X12%	
2025 ASSESSED VALUE	$0	$248,869	$0	$248,869
2024 ASSESSED VALUE	$0	$0	$0	$0

If the taxpayer/property owner does not agree with these values, they may appeal by one of two methods listed on reverse. **IF INFORMATION IS SUBMITTED, A REVISED NOTICE WILL BE MAILED ONLY IF THE VALUE IS CHANGED. IF A REVISED NOTICE IS NOT RECEIVED BY JULY 3, 2025, THE TAXPAYER SHOULD CONSIDER AN APPEAL TO THE NEXT LEVEL.**

Caution: The Assessor's Office advises the taxpayer that their personal interest is usually best served by self-representation at the Informal Hearing level.

Do not detach and return the lower portion of this notice unless you have information to submit or would like a return call to schedule an appointment to discuss the valuation of the property.

----------(perf. line only)----------(perf line only)----------

RETURN THIS PORTION ONLY TO SUBMIT INFORMATION OR REQUEST A CALL FOR AN APPOINTMENT

MAP ID # 6-009A-D603-00-000H.0000000 PARCEL ACCOUNT # T250600014
PROPERTY ADDRESS 900 MAIN ST

PROPERTY CHARACTERISTICS	CORRECTIONS
MAIN STRUCTURE: WAREHOUSE, STORAGE	
YEAR BUILT: 1910	
EXTERIOR WALL: BRICK COMMON 100%	
BASEMENT: NO	
PERCENT FINISHED: N/A	

For more detailed property characteristics and to view the sketch of your house Scan Here

In the case of a characteristic discrepancy make the correction on the appropriate line, sign and date the certification, and return the lower portion to the address above. I certify that the corrections I have made regarding my property are true and correct to the best of my knowledge.

X _____ _____
Signature Date

The value listed hereon has been determined by an exterior review of your property. It is possible that factors exist beyond the scope of our routine inspections that may affect the Market Value. Please state those conditions on reverse side and return for review, or, you may want to file an appeal for an informal hearing. Supporting documentation such as current photographs and costs to correct these conditions may be required.

( ) Please contact me to set up an informal hearing at _____-_____ (daytime telephone number)

INFORMAL HEARINGS

These are conducted by the Assessor's staff Monday through Thursday 9:00 a.m. to 4:00 p.m. by appointment only. Appointments may be conducted by telephone, if necessary. Complete the detachable form at the bottom and return **or** call (636) 949-7431 **within 10 days** of the date mailed to set up an appointment. The taxpayer is encouraged to bring valuation information. Informal hearings must be completed before June 2.

BOARD OF EQUALIZATION

These appeals are conducted after the informal hearing process beginning the first Monday in July of the current year. The appeal form for this process is provided by the Office of St. Charles County Registrar (636) 949-7560 and must be filed with that office prior to 5:00 p.m. on the **second Monday in July**. Caution: Failure to file with the Board of Equalization precludes a further appeal to the next level of the appeal process, the MO State Tax Commission, unless newly purchased.

STATE TAX COMMISSION

The deadline for filing an appeal at this level is September 30 in the current year or 30 days after the date of the BOE decision (The deadline for properties purchased after the second Monday in June is December 31). Hearings will be held in St. Charles County shortly thereafter. A professional appraisal is expected on property classified as Commercial/All Other. The parcel must have been appealed to the BOE in order to appeal at this level. (Unless newly purchased) See http://stc.mo.gov/.

Every increase in assessed valuation is subject to review by the county board of equalization whereat the landowner shall be entitled to be heard.

FREQUENTLY ASKED QUESTIONS

Most functions of the Assessor's Office are governed by language in the Missouri State Statutes, Section 137. The Assessor is committed to operating a professional office that prides itself on accuracy and fairness bringing clarity to the assessment process. Please feel free to contact us or visit our website at www.sccmo.org if you have additional questions or concerns.

PROPERTY TAX RELIEF

Do I qualify for any tax rebates or credits? The MO Property Tax Credit Program (MO-PTC) is available and has the following requirements: Age: must be 65 years of age and/or 100% disabled; Total income: Owners – single, $30.000; married, $34,000; Renters – single, $27,500; married $29,500. Additional information and forms are available on line at www.dor.mo.gov/tax/personal/ptc, For a recorded message call (636) 207-4213 or for Dept. of Revenue customer assistance call 1 (573) 751-3505.

Disabled POW Tax Exemption: On November 2, 2010, the voters approved House Joint Resolution 15 which amended Article X of the Missouri Constitution to provide a real property tax exemption. To qualify the applicant must meet all of the following criteria: (1) be a former prisoner of war, and (2) a veteran of any branch of the Armed Forces of the United States or this State who became one hundred percent disabled as a result of military service; and (3) must own and occupy the homestead as a primary residence. For additional information, contact the Assessor's Office at (636) 949-7429 or (636) 949-7447 or 1 (800) 822-4012 ext. 7429 or 7447.

What are the duties of the Assessor?

The Assessor is charged with placing a fair market value on property as of the tax date for the purpose of calculating taxes. The property tax in Missouri is "ad valorem" meaning the taxes are based on the property value. The Assessor has no jurisdiction or responsibility for taxing jurisdiction budgets or establishing tax rates.

What is market value?

Simply stated, market value is the most probable price in terms of money that a property will bring in an open and competitive market. Not all sales are consummated at market value, but the intent of the Assessor is to estimate the fair market value of each property in St. Charles County as of tax day as required by law.

How often is my value subject to change?

Missouri law requires a re-evaluation of property values every two years (each odd year). The purpose of this reassessment is the equalization among taxpayers, as well as adjusting any values to better reflect current market conditions as of the tax date. New construction is added on an annual basis.

How are taxes calculated?

The market value of your property is multiplied by the statutory level of assessment. Residential property is assessed at 19% of market value, Agricultural at 12% and Commercial & all other at 32%. This "assessed value" is then multiplied by the tax rate (per $100) for your particular jurisdictional area.

ST. CHARLES COUNTY
COLLECTOR OF REVENUE

Projected Tax Liability Notice

6446

Compiled by Michelle D. McBride, St. Charles County Collector of Revenue on behalf of St. Charles County, Missouri

This is NOT A BILL. Do not submit a 2025 tax payment for the amount shown below. Official 2025 Tax Bills will be issued by 12-1-2025.

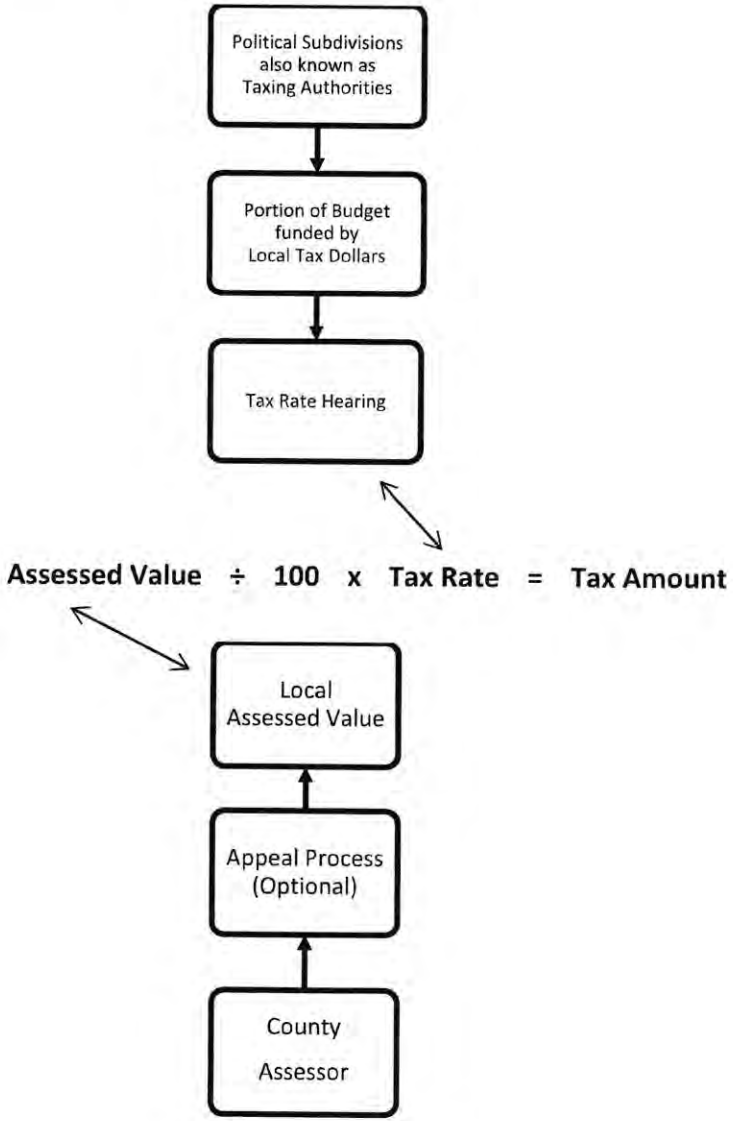
This Projected Tax Liability Notice (PTLN) is being issued in accordance with the laws of the State of Missouri. This notice only includes the ad valorem real estate taxes levied by political subdivisions (commonly known as taxing authorities). Actual tax bills will be issued later this year and will include ALL assessments, including Environmental, DL, SWR, WLF, NID, CID, etc. not based on value, which are not reflected below. Included below are **PROJECTED 2025 TAX RATES**. Each Taxing Authority listed will hold a **Tax Rate Hearing** prior to establishing their final 2025 rate. The 2025 bills should be issued by December 1, 2025 and become delinquent on January 1, 2026. Bills not paid on or before December 31, 2025 will be assessed late payment interest and penalties per state statutes. For more information visit www.collector.sccmo.org

ST CHARLES PROPERTIES
625 N MAIN CTR
ST CHARLES MO 63301-2186
PIN: T250600014
Map ID Number: 6-009A-D603-00-000H.0000000
SD: R6 - ST CHARLES CITY SCHOOL
CI: 06 - ST CHARLES CITY
FD: 06 - ST CHARLES CITY FIRE
CID:

Taxing Authority	Contact Number	2022	2023	2024 (Actual)			Projected 2025			Projected	Projected %
		Actual Rate	Actual Rate	Rate	Ceiling (Maximum Allowed)	Tax	Rate	Ceiling (Maximum Allowed)	Tax	Change in Dollars 2025 - 2024	Change in Rate 2025 - 2024
State (§209.130 RSMo)	573-751-8966	0.0300	0.0300	0.0300	0.0300	0.00	0.0300	0.0300	74.66	74.66	0.0000
County General Fund	636-949-7520	0.0000	0.0000	0.0000	0.1242	0.00	0.0000	0.0000	0.00	0.00	0.0000
Road & Bridge	636-949-7465	0.1924	0.1743	0.1743	0.1743	0.00	0.1704	0.1704	424.07	424.07	-2.2375
School - Operating	636-443-4000	4.1995	3.8078	3.8179	3.8179	0.00	3.7173	3.7173	9,251.21	9,251.21	-2.6350
Debt (GO Bonds)		0.7500	0.7500	0.7500	N/A	0.00	0.7500	N/A	1,866.52	1,866.52	0.0000
College - Operating	636-922-8200	0.1510	0.1368	0.1368	0.1368	0.00	0.1368	0.1368	340.45	340.45	0.0000
Debt (GO Bonds)		0.0392	0.0308	0.0308	N/A	0.00	0.0308	N/A	76.65	76.65	0.0000
Library	636-441-2300	0.1908	0.1728	0.1728	0.1728	0.00	0.1645	0.1645	409.39	409.39	-4.8032
Fire - Operating		0.0000	0.0000	0.0000	0.0000	0.00	0.0000	0.0000	0.00	0.00	0.0000
Pension		0.0000	0.0000	0.0000	0.0000	0.00	0.0000	0.0000	0.00	0.00	0.0000
Debt (GO Bonds)		0.0000	0.0000	0.0000	N/A	0.00	0.0000	N/A	0.00	0.00	0.0000
Ambulance - Operating	636-262-9600	0.2073	0.2773	0.2773	0.2773	0.00	0.2675	0.2675	665.72	665.72	-3.5341
Debt (GO Bonds)		0.0500	0.0500	0.0500	N/A	0.00	0.05	N/A	124.43	124.43	0.0000
Dev Disability	636-939-3351	0.1223	0.1108	0.1108	0.1108	0.00	0.1108	0.1600	275.75	275.75	0.0000
City – General Fund	636-949-3208	0.4681	0.4265	0.4266	0.4266	0.00	0.4093	0.4093	1,018.62	1,018.62	-4.0553
Park Fund		0.2018	0.1839	0.1839	0.1839	0.00	0.1764	0.1764	439.00	439.00	-4.0783
Debt (GO Bonds)		0.1613	0.1613	0.1613	N/A	0.00	0.1613	N/A	401.43	401.43	0.0000
Sur Tax (§139.600 RSMo)	636-949-7560	0.5300	0.5300	0.5300	0.5300	0.00	0.5300	0.5300	1,319.01	1,319.01	0.0000
Dispatch & Alarm	636-949-7465	0.0370	0.0335	0.0335	0.0335	0.00	0.0327	0.0327	81.38	81.38	-2.3881
CID		0.0000	0.0000	0.0000	0.0000	0.00	0.0000	0.0000	0.00	0.00	0.0000
Sum of listed Rates		7.3307	6.8758	6.8860			6.7378				-2.1522
Assessed Value – 2024 Certified – **2025 Preliminary**						$0		$248,869		$16,768.29	
Sum of Listed Tax Amounts -- 2024 -- **2025 Projected**						0.00		16,768.29			

What Determines Your Tax Bill?

1. The Assessed Value (AV) for your property is provided by the County Assessor. By state law, AV's are a specified percentage of Fair Market Value based on the property classification.
2. The Tax Rate is set by each local taxing authority.
3. The Tax Amount is computed by dividing the AV by 100 and then multiplying by the Tax Rate.



What Do Your Taxes Fund?

State: Missouri Blind Pension Fund

County: St. Charles County Operations (General Revenue)

Road/Bridge: Roads and Bridges throughout the County
(Including roads and bridges within City limits)

School (SD): Operations and General Obligation (GO) Bond Repayments

R1 - Washington	R4 - Wentzville
R2 - Fort Zumwalt	R5 - Orchard Farm
R3 - Francis Howell	R6 - City of St. Charles

College: East Central College for taxpayers in SD R1
St. Charles Community College for taxpayers in SD's R2 thru R6

Library: St. Charles City/County Library District

Fire (FD): Operations, Pensions, and GO Bond Repayments

11 - O'Fallon	17 - New Melle	20 - Central County
13 - Wentzville	18 - Augusta	21 - Rivers Pointe
14 - Cottleville	19 - Orchard Farm	22 - Old Monroe
15 - Lake St. Louis		

Ambulance: St. Charles County Ambulance District

Dev Disability: Developmental Disabilities Resource Board
(Community based programs/supports for citizens with developmental disabilities)

City (CI): Operations, Buildings, and GO Bond Repayments

06 - St. Charles	38 - Cottleville	56 - Weldon Spring Ht*
25 - Flint Hill	42 - Lake St. Louis	60 - New Melle
26 - Josephville	44 - Wentzville	75 - Augusta
27 - St. Paul	46 - Foristell	76 - Portage Des Sioux
29 - O'Fallon	53 - Dardenne Prairie	77 - West Alton
31 - St. Peters	54 - Weldon Spring	

An asterisk* indicates city taxes NOT collected by the County Collector

Sur Tax: Per Section 139.600 RSMo assessed on Commercial Real Estate
(Lost Revenue Replacement Tax given to political subdivisions in existence before 1985)

Dispatch & Alarm: Emergency dispatching for Fire and Ambulance

Community Improvement District (CID): 01- Barathaven

For more information, visit the respective websites and/or contact the entities by telephone at the number on this PTLN.

ENGINEERING
PLANNING
SURVEYING

900 Main Street – Demolition of Warehouse Structure
Bax Project No. 24-19215A
December 5, 2025
Floodplain Information

The current building at 900 Main Street is located within the floodplain per FIRM panel 29183C0286G. This map was published by FEMA with an effective date of January 19, 2016. According to the flood map, the building and a portion of the property is located within the 100-yr. flood plain with the remaining property located within the 500-yr. flood plain. The current elevation of the finished floor is 453.2 which is lower than the 100-yr. flood elevation (453.3) and the 500-yr. flood elevation (454.4).

It is the developers intent to develop this site into a mixed-use residential development. Below are excerpts from the code related to development within the floodplain.

The City of St. Charles municipal code regulates development in the flood plain. In particular, Section 410.010(C) defines the purpose of this section of code:

410.010.C. Statement Of Purpose. It is the purpose of this Chapter to promote the public health, safety, and general welfare; to minimize those losses described in Section 410.010(B)(1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); and to meet the requirements of 44 CFR 60.3(d) by applying the provisions of this Chapter 410 to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. Protect persons from buying lands that are unsuited for the intended development purposes due to the flood hazard.

The City of St. Charles municipal code includes provisions for flood hazard reduction within Section 410.110. The applicable sections are identified below with notations in bold italics as it relates to development of this property.

410.110.A.9. Cumulative Improvement. A structure may be improved (remodeled or enlarged) without conforming to current requirements for elevation so long as the cumulative value of all work done within the last five calendar years does not exceed fifty percent (50%) of the structure's current market value. If the cumulative value of the improvement exceeds fifty percent (50%) of the structure's current market value, the structure must be brought into compliance with Subsection (B)(1) of this Section which requires elevation of residential structures to or above the base flood elevation or the elevation/floodproofing of non-residential structures to or above the base flood elevation.

410.110.A.1.a. Specific Standards.

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

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1. In all areas identified as numbered and unnumbered A Zones and AE Zones, where base flood elevation data have been provided, as set forth in Subsection (A)(2) of this Section, the following provisions are required:

   a. Residential Construction. New construction or substantial-improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to one (1) foot above the base flood elevation.

Compliance with the above would require improvements to the building for the intended residential development. The current building would need to be modified to accommodate residential uses including elevating the lowest residential living space to 1-ft. above the base flood elevation. The developer has included the appraisal information for the site as well as an estimate for improvements to elevate the building for the intended uses. These have been provided separately within the submittal and demonstrate the cost of improvements relative to the value of the building.

Please feel free to contact me with any questions.

Sincerely,

Jeff Simmons, PE
Director of Residential Design

