

## AGENDA

Regular Session of the City Council of the City of Saint Charles, Missouri  
Council Chambers – 4<sup>th</sup> Floor – City Hall – 200 North Second Street  
Tuesday, February 24, 2026  
7:00 p.m.

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

1. ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS/AWARDS/PROCLAMATIONS

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.

8. CONSENT AGENDA

A. Approval of Council Minutes and Reports

1. Regular City Council Meeting of January 20, 2026
2. Public Hearing of January 20, 2026
3. City Council Retreat Meeting of January 23, 2026

B. Receipt of Reports from Boards, Commissions and Committees

1. Senior Citizen Advisory Board Meeting of January 13, 2026
2. Planning and Zoning Commission Meeting of January 12, 2026
3. Frenchtown Special Business District Advisory Board Meeting of January 8, 2026

- C. Receipt of Director of Administration Reports
- D. Approval of Contracts and Easements
  - 1. Contract with Mississippi Lime Company, LLC d/b/a MLC for the 2026 Purchase of Standard Hydrated Lime for the City’s Water Treatment Plant in an Amount not to Exceed \$700,000.00
  - 2. Contract with Hawkins, Inc. for 2026 Purchase of Sodium Hypochlorite Supply for the City’s Water Treatment Plant in an Amount not to Exceed \$112,700.00
  - 3. Contract with Schulte Supply, Inc. for the 2026 Purchase of Neptune Water Meters and Supplies for the City’s Water Division in an Amount not to Exceed \$320,000.00
  - 4. Contract with Don Brown Chevrolet for the Purchase of Five (5) New 2026 Police Fleet Vehicles in an Amount not to Exceed \$278,591.00
  - 5. Contract with HDR Engineering, Inc. for Engineering Services for the Waste Water Treatment Facility Nutrient Reduction Plan Project in an Amount not to Exceed \$185,360.00
  - 6. Amendment No. 2 with Mississippi Lime Company, LLC d/b/a MLC in the Amount of \$65,701.27 for a Total Contract Amount not to Exceed \$965,701.27
- E. Preliminary Plats
- F. Miscellaneous
  - 1. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (*Police Department*)
  - 2. Report of the Court Administrator of Monies Collected and Deposited - January 2026

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

12. BILLS FOR INTRODUCTION

**BILL 14058**

AN ORDINANCE AUTHORIZING THE SUBMISSION OF TRAFFIC ENFORCEMENT GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (“MODOT”) FOR THE POLICE DEPARTMENT TO RECEIVE FUNDING FOR OVERTIME REIMBURSEMENT OF POLICE OFFICERS ASSIGNED TO THE TRAFFIC ENFORCEMENT TASK FORCE AND, SPECIFICALLY, FOR IMPAIRED DRIVING ENFORCEMENT AND HAZARDOUS MOVING VIOLATION ENFORCEMENT, FOR THE PERIOD OF OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027 (*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

**BILL 14059**

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 #2) (SPONSOR: BART HABERSTROH)

**BILL 14060**

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES TO ADJUST CERTAIN FEES PERTAINING TO THE TRANSIT SYSTEM (SPONSOR: MICHAEL GALBA)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

A. Discussion Relative to Rescheduling the June 16, 2026 Regular City Council Meeting Due to the St. Charles County Municipal League Membership Appreciation Event on June 16, 2026 (Referred by Councilmember Denise Mitchell)

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, February 19, 2026 at 5:00 p.m.*



**TO:** City Council  
**FROM:** Office of the Mayor  
**DATE:** February 6, 2025  
**SUBJECT:** Appointment Memorandum for the February 24, 2026 City Council Meeting

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

**Frenchtown SBD Advisory Board**

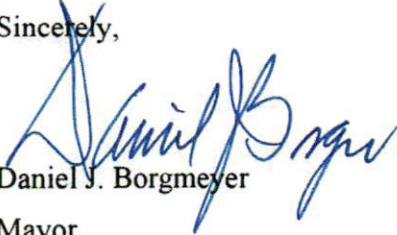
- The appointment of *Frederick T. "Andy" Stark*, a business owner in the District, to fill the vacant position formerly held by *Brandon Runk*, whose term would expire *February 2026*, for a term expiring *February 2029*.

**Main St. SBD Advisory Board**

- The appointment of *Marsha Timme*, a business owner who will represent North Main Street, to fill the vacant position formerly held by *Keith Lester*, whose term expired *October 2025*, for a term expiring *October 2028*.
- The appointment of *Mark Ottinger*, a business owner who will represent South Main Street, to fill the vacant position formerly held by *Denny Kuss*, 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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
January 20, 2026

The City Council convened in a Regular City Council Meeting on Tuesday, January 20, 2026, at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49417

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

PRESENTATIONS/AWARDS/PROCLAMATIONS

Mayor's Presentation of the Rock Star Award to Helen "Mimi" Jackson, Recognizing Her Years of Dedication to the Lewis & Clark Boathouse Museum

Mayor Borgmeyer presented Helen "Mimi" Jackson with the Rock Star Award. Mayor Borgmeyer thanked Ms. Jackson for her many years of service and dedication to the St. Charles Community and to the Lewis & Clark Boathouse Museum.

Presentation Relating to a Resolution of the City Council of the City of St. Charles, Missouri Adopting the Comprehensive Plan 2002 Update 2026: "Guiding STC"

Planning Manager and Assistant Director of Community Development John Boyer provided a brief presentation regarding the Comprehensive Plan 2002 Update 2026, "Guiding STC," currently before the Council for consideration and approval by resolution.

PUBLIC COMMENT

Scott Stratton-Henderson spoke against Council Bill 14041.

Clayton Daniels spoke in favor of Council Bills 14045, 14046 and 14047.

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REPORT OF THE MAYOR

There was no report of the Mayor.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Denise Mitchell announced the St. Charles County Municipal League will meet Thursday, January 22<sup>nd</sup>. Please RSVP to Edwina Conley if you will be attending.

PUBLIC HEARING

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

- A. Case No. CU-2025-27. (Reach St. Charles) An application for a Conditional Use Permit per §400.220(C)(1)(a) for a Community Service Establishment, specifically for a free food and clothing distribution establishment with office, within the “C-2/EHP” General Business District and within the Extended Historic Preservation District. The subject property is located at 901 First Capitol Drive. The subject property is located in Ward 2. ***(RCA Attached)***
  
- B. Case No. LL-2026-01 - Approval of a Liquor License Application for Chris LaRocca d/b/a Crushed Red SC LLC located at 1650 Beale Street – STES 147 & 150. (Ward 3) ***(RCA Attached)***

CONSENT AGENDA

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

- A. Approval of Council Minutes and Reports
  - 1. City Council Retreat of September 12-13, 2025

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File #49367

2. Council Work Session of December 9, 2025

File #49367

3. Regular City Council Meeting of December 16, 2025

File #49361

4. Public Hearing of December 16, 2025

File #49424

5. Street Committee Meeting of December 16, 2025

File #49371

6. Regular City Council Meeting of January 6, 2026

File #49417

7. Public Hearing of January 6, 2026

File #49425

B. Receipt of Reports from Boards, Commissions and Committees

1. Main Street Special Business District Advisory Board Meeting of December 4, 2025

File #49374

2. Frenchtown Special Business District Advisory Board Meeting of December 11, 2025

File #49381

3. Senior Citizen Advisory Commission Meeting of November 18, 2025

File #49373

4. Senior Citizen Advisory Commission Meeting of December 9, 2025

File #49373

C. Receipt of Director of Administration Reports

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D. Approval of Contracts and Easements

1. Agreement with Wex Bank for 2026 Fleet Fuel Card Services in an Amount Not to Exceed \$724,997.00

C26-006

E. Preliminary Plats

1. SUB-2025-04 (WOCO Partners)

File #49420

F. Miscellaneous

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

File #49426

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

File #49426

ITEMS REMOVED FROM THE CONSENT AGENDA

RESOLUTIONS

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



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BILLS FOR FINAL PASSAGE

Councilmember Steve Hollander requested clarification regarding the name of the proposed subdivision referenced in Council Bills 14045, 14046, and 14047. Councilmember Hollander noted that a constituent inquired about the spelling of the subdivision name as “Hawthorne,” with an “e” at the end, and questioned whether there was a specific reason for the alternate spelling. If we are naming it after the state tree, that spelling is without an “e”. The developer stated that the question had been raised earlier in the day and indicated he would follow up with the builder and provide a response to the full Council. The developer further noted that he was not aware of any specific reason for adding the “e.” Councilmember Hollander agreed with the constituent and expressed that the spelling without an “e” at the end would be consistent with the existing Hawthorn street name in the City and would prefer to see this subdivision be consistent in the naming and do it without the “e” at the end. Director of Community Development Zach Tusinger indicated he will follow up with the builder to seek if there is any significance to them adding the “e” and move forward to work with them on the spelling.

**BILL 14041**

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

Councilmember Vince Ratchford requested a separate vote on Council Bill 14041.

Councilmember Mary West requested a separate vote on Council Bill 14041, she also noted that Director of Administration Larry Dobrosky will be giving a brief presentation on this Council Bill.

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Director Dobrosky noted that Councilmember West requested an overview summary presentation of Council Bill 14041. Mr. Dobrosky introduced Casey Urkevich of Aligned Equity Group, representing the owner and developer of the Southpointe project. Mr. Urkevich provided a PowerPoint presentation on the proposed Southpointe Mixed-Use Development, outlining the project scope, the need for incentives, the development timeline, and the long-term community benefits. He concluded by thanking the Council for their time.

Mr. Dobrosky then presented additional information regarding the project, including the overall scope, challenges related to excessive and unforeseen land development costs and off-site improvements, cost versus market considerations, the evaluation process, key deal points, and the anticipated benefits to the City. In closing, Mr. Dobrosky noted that the property has remained vacant for decades and questioned whether the project would proceed without incentives and, if so, how long that might take. He stated that Council Bill 14041 would provide the necessary assistance to move the project forward and create an attractive gateway into the City and the Riverpointe Development.

Councilmember Mitchell expressed concerns regarding how the projected \$1.1 million in sales tax revenue would be measured against comparable businesses within the City, such as gas stations, and inquired who would be responsible for monitoring and ensuring that performance benchmarks are met. She further raised concerns related to public safety, noting that while the City would be providing nearly \$500,000 in tax abatements, the project would add housing and increase traffic, and questioned how the City would address the potential need for additional public safety personnel in addition to services for parks, schools, and libraries, indicating she is not opposed to tax abatements in general but must ask these questions when residential development is involved. Mr. Dobrosky addressed these concerns and a brief discussion ensued.

Councilmember Ratchford raised concerns regarding the Council Rules and questioned why the presentation was not provided to the Council prior to the meeting. Mr. Dobrosky responded that he was asked by Councilmember West to present information on Council Bill 14041 at the

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meeting and believed a visual presentation would be helpful to both the Council and the public. Councilmember Ratchford further inquired whether the presentation was intended to be impartial or influential. Mr. Dobrosky responded that it was both, noting that staff provides factual information along with professional recommendations to the Council, who serve as the policy decision-makers, and that staff would fully support whatever decision the Council makes.

Councilmember Ratchford then asked Mr. Urkevich to explain the outcome of the initial attempt to develop the property. Mr. Urkevich reviewed the prior efforts, discussed how the project has evolved, and explained why incentives are now being requested. Discussion ensued regarding the proposed incentives, the development itself, sinkholes discovered on the property, incentives provided to other developments within the City, the City's general practice regarding residential incentives, the developer's land donation, and the proposed \$100,000 welcome sign into the City.

Councilmember Otto inquired of Director Dobrosky regarding the percentage of the total project cost represented by the requested incentives. Mr. Dobrosky responded that he did not have that information readily available. Councilmember Otto then stated his belief that the incentives represent approximately 17 percent of the project cost, expressed concern that this percentage is high, and voiced his concerns. A brief discussion followed regarding the incentive percentages and the requested incentives.

Councilmember West thanked Director Dobrosky and Mr. Urkevich for their presentation, noting that this overview is exactly what the Council needed to see to realize that this is a project that is needed in Ward 4.

Mayor Borgmeyer commented that the matter is not about a single development, but rather the City's overall vision, dynamic growth, and the willingness to take measured risks. He encouraged the Council not to lose sight of that vision.

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Councilmember Ratchford read the following statement:

This is a proposed tax abatement for apartments, a gas station, a coffee shop and a fast food restaurant. Future tax revenue from these establishments are in the “nice-to-have” category, but I don’t believe they are substantial enough to provide the proposed abatement. Abatements like these should be reserved for landscape changing developments that bring many jobs, high paying jobs, new sales tax revenue or visitors that would not be here otherwise. I don’t believe this development does any of these things – it just redistributes current dollars that are spent on gas, food & coffee. It is very out of the ordinary to approve abatements like this for residential. If this passes, this is likely to be the first one passed by St. Charles. Do we expect a similar abatement for every gas station & fast-food restaurant that wants to build here? Items like these that are called extraordinary:

Site preparation,

placement of fill

sinkhole excavation & remediation

Oversized stormwater and piping

additional sinkhole fill

Required offsite sanitary repair

Premium masonry & cement siding

Premium landscaping

Upgraded site lighting

Loop water line & fill requirements

Foundation walls due to grade

Sidewalks, premium trash enclosures & condenser screening

...should be the cost of doing business if a developer wants a project like this. I am not comfortable with this coming to us this late in the game asking for us to partner with the developer in this way. Landscaping, lighting, siding & trash enclosures are items that make the property desirable for tenants, not something that should be covered through tax abatements.

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Reimbursement for the Realignment & Signalization of Hemsath is ok with me. They are getting \$500k from the county and \$250k from the City. It seems that the burden of the rest of the cost is proposed to be shifted into being covered by this abatement. I cannot support this – the developer should be responsible for investing in the infrastructure that would not be required but for the development's existence.

Welcome Sign for the City totaling \$339,580. It feels like a shell game to hear that the developer wants to provide land for a welcome sign during approval of the PDMU, only to now hear it proposed that the cost of this should be borne by the CID/TDD/property tax abatement.

The CID is already in place and can run for 27 years, collecting a 1% sales tax on all purchases.

A TDD is in the process of being established. This is not within our purview to approve, so we have no say in this matter. A TDD can run for 40 years and collect a 1% sales tax on each purchase.

The developer estimates combined CID and TDD collections of approximately \$4.6 million.

Sales & Use Tax exemption on the purchase of materials already approved by this Council shows a benefit of up to more than \$2 million.

So, if we do the math here, we have \$4.6 million in CID/TDD. \$2 million in Sales & Use tax exemption and \$750k for Realignment and Signalization of Hemsath Road. That totals more than \$7.5 million. That is more than 12% of the overall cost of \$61 million.

If we approve what is before us tonight, adding \$3.4 million in property tax abatement, that totals more than \$10 million or 17% of the overall cost.

Lastly, we need to consider the tax dollars that will not be going to support the City during this ten year period. I trust that the infrastructure will be fine for those years, but we need to consider the strain on our first responders. With over 200 units, a mix of one, two and three bedroom units; along with three or more retail establishments, police and fire will have a population to serve in this area. We have to decide if we want to provide that service with greatly reduced property taxes that are meant to keep them running. I will not be supporting this Bill.

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Councilmember Haberstroh stated that he understands there are multiple perspectives on the issue and acknowledged that housing affordability is challenging, particularly for younger residents. He noted that developers often request abatements and that, without assembling viable incentive packages, the City risks losing potential developments. He expressed his belief that the proposed project would be beneficial to the City and that measured risk is sometimes necessary to achieve positive outcomes. While he generally does not favor incentives, he stated that this project merits support, that the area is in need of development, and that he would be supporting the Bill.

A brief discussion ensued relative to Council Bill 14041.

A separate vote was taken on Council Bill 14041.

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

**Approved** by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-001**

**BILL 14042 (Amended)**

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

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

**Approved** by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-005**

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**BILL 14045**

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

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

**Approved** by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-006**

**BILL 14046**

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

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

**Approved** by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-007**

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**BILL 14047**

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

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

**Approved** by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-008**

**BILL 14048**

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY 1735, LLC, APPROXIMATELY 14,960 SQUARE FEET OF LAND LOCATED AT 1753 SOUTH RIVER ROAD (*SPONSOR: VINCE RATCHFORD*)

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

**Approved** by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-009**

**BILL 14049**

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “I-1” LIGHT INDUSTRIAL DISTRICT FROM ST. CHARLES COUNTY ZONING

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DISTRICT “11” LIGHT INDUSTRIAL DISTRICT A 14,886 SQUARE FOOT TRACT  
OF LAND LOCATED AT 1753 SOUTH RIVER ROAD (*SPONSOR: VINCE  
RATCHFORD*)

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

“Nay”:  
None

Absent:  
None

**Approved** by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-010**

**BILL 14050**

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

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

“Nay”:  
None

Absent:  
None

**Approved** by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-011**

**BILL 14051**

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

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

“Nay”:  
None

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
January 20, 2026

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Absent: None

*Approved* by the Honorable Mayor on January 21, 2026 and is known as Ordinance **26-012**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

**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*)

ITEMS FOR COUNCIL ACTION

There were no items for Council Action.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
January 20, 2026

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CLOSED SESSION

At 9:01 p.m., MARY WEST made a motion to adjourn into closed session pursuant to RSMo 610.021.(1), as amended. MARK HOLLANDER seconded the Motion. A roll call vote was taken with the following results: “Aye”: West, Foust, Galba, Gould, Haberstroh,, M. Hollander, S. Hollander, Mitchell, Otto and Ratchford. “Nay”: None. Absent: None. Motion passed.

At 9:28 p.m., a motion was made by MARK HOLLANDER to adjourn the open portion of the Regular City Council Meeting. STEVE HOLLANDER seconded the motion. All voted in favor. Motion passed.

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Date Approved

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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer



PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
January 20, 2026

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On Tuesday, January 20, 2026, a Public Hearing was held on the following items at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding and Members of the Council present as follows: 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.

PUBLIC HEARING

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

Director of Community Development Zachary Tusinger reminded the Council this public hearing was held over from the January 6 meeting and provided a brief overview of the application. He reiterated that, due to the specific and location-dependent nature of the proposed use, several specific conditions were recommended by the Planning and Zoning Commission and staff for the conditional use permit. Mr. Tusinger specifically highlighted conditions 2 through 5.

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

PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
January 20, 2026

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.

Brittany Sharky, Mackenzie Peirick, and Brian Kirton, all representing City of St. Charles School District, Hardin Middle School, all together spoke in favor of the application.

Liz Friederich spoke against Reach St. Charles, the Methodist Church and the homeless.

Stacey Enders, representing Reach St. Charles, spoke in favor of the application.

Kara Smith, representing Reach St. Charles, spoke in favor of the application.

Laura Buddemeyer, representing Protect Historic St. Charles, spoke against the application.

Roman Buddemeyer, representing Protect Historic St. Charles, spoke against the application.

Councilmember Mark Hollander thanked staff from the Community Development Department for their work on the conditional use permit and the structured approach taken, which considered factors such as parking lot size and the property's location along First Capitol Drive. He stated that the conditions included in the permit allow the City to hold the applicant accountable for the services provided.

PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
January 20, 2026

Councilmember Mark Hollander commented that the organization is not simply a food pantry, but provides significant assistance to the community. He further addressed public comments made regarding the applicants, stating that the statements were inaccurate. He noted that the applicants are respected members of the local faith and civic communities and active participants in the Farmers' Market. He emphasized the importance of correcting misinformation presented during public comment.

Councilmember Steve Hollander commented that he had the opportunity to speak with the immediate adjacent property owners to the west of Reach St. Charles and indicated he has had no issues with the applicants, their organization or the homeless. He also has his vehicles serviced frequently at LTS Automotive and had the opportunity to speak with them and they also indicated they do not have issues with the homeless, no cars are being broken into on their property. He further commented he believes the conditions outlined in this conditional use permit are respectable of the neighborhood and the operations of the applicants and encouraged his fellow Councilmembers to support this conditional use permit application.

There being no further public comment, a motion was made by MARK HOLLANDER to close the public hearing and approve the conditional use permit per §400.220(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 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

PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
January 20, 2026

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.

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

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

A motion was made by VINCE RATCHFORD to close the public hearing and approve the liquor license as presented by staff. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: “Aye”: Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust and Galba. “Nay”: None. Absent: None. Motion passed.

The Public Hearing adjourned at 7:46 p.m. and the Regular Session continued with the order of business.

PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
January 20, 2026

\_\_\_\_\_  
Date Approved



\_\_\_\_\_  
Kimberly Hudson, City Clerk

\_\_\_\_\_  
Michael Galba, Presiding Officer

**City Council of the City of Saint Charles, Missouri,  
Retreat  
January 23, 2026**

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The City Council of the City of Saint Charles, Missouri convened in a Retreat at 8:00 a.m. on Friday, January 23, 2026, at Lindenwood University – Spellman Center, Anheuser-Busch Leadership Room A & B, 4<sup>th</sup> Floor, 261 Easton Place, St. Charles, Missouri, with members of the Council present as follows: Justin Foust, Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. Also present, Director of Administration Larry Dobrosky. Mayor Dan Borgmeyer arrived at approximately 9:00 a.m. and departed at approximately 10:30 a.m.

Discussion Relative to City Operations, Projects and Planning

The Director of Administration Larry Dobrosky provided a PowerPoint presentation (attached) outlining strategic focus areas and current projects across multiple service groups.

The presentation included the following areas:

- Mayoral Priorities
- Development Services Group
- Public Safety Group
- External and Internal Services Group
- Administration Priorities
- Economic Development and Incentives

The City Council Retreat concluded at 4:24 p.m.

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Michael Galba, Presiding Officer



## MINUTES

# Senior Citizen Advisory Commission

Tuesday, ~~December 9, 2025~~ January 13, 2026

St. Charles City Hall, Conference Room A

200 North Second Street, 4<sup>th</sup> Floor

St. Charles, MO 63301

### MEMBERS PRESENT

Sheila Eckstein  
Shelly Roy  
Judy Rhodes  
Lester Hager  
Bill Wallace  
Charlie Daniels  
David Eckhoff

### OTHERS PRESENT

Mary West – City Council Liaison  
Bill Otto – City Councilmember (Ward 1)  
Mayor Dan Borgmeyer  
Carla Bray – City Staff Liaison  
Whitley Huxhold – Lindenwood University (WISE)  
Dr. Sara Bagley – Lindenwood University  
Victoria Walls – Phoenix Home Care & Hospice

### MEMBERS ABSENT

Althea West  
Norm Fehl

#### **1. Call to Order**

The meeting was called to order at 10:00 a.m. by City Staff Liaison Carla Bray since no officers were present at the beginning of the meeting. Chairperson Eckstein arrived shortly after the start.

#### **2. Pledge of Allegiance**

All present stood and recited the Pledge of Allegiance.

#### **3. Roll Call**

All members were present except those listed above under Members Absent.

#### **4. Approval of December 9, 2025 meeting minutes**

Charlie Daniels made a motion to approve the December 9, 2025 minutes as noted. Shelly Roy made the second, all present were in favor, the motion passed.

#### **5. New Business – Partner with Lindenwood WISE Program?**

- Whitley Huxhold from Lindenwood University provided information on the current WISE Cyber program and other options the Commission can consider for senior education at City Hall.
  - Hand-outs were provided (Lesson Plan, Overview, Program Flier)
  - Whitley provided her phone number to the group: 636-627-2958
- A Senior Technology subcommittee was formed: Charlie Daniels, Lester Hager, David Eckhoff.

#### **6. Chairperson Report**

None

## 7. Report from Council Liaison

- Councilmember Mary West provided the following information:
  - First Friday in February (2/6/26) there will be a meeting with Legislators at the Senior Center, 9:00 am.
    - Spoke to Aging Ahead about the event
    - Will notify City Council and City Management
    - CM West will confirm with Legislators (2 Senators and 6 Representatives)
    - Presentation and invitations – Senior Center
  - Aging Ahead funds
    - CM West will ask Katie
    - As of January, funds available \$42,367.58
  - Website update
    - CM West talked to Beth Norviel and was told it is in the works.
    - CM West will follow up with Beth again.

## 8. Old Business

- Dr. Sara Bagley from Lindenwood University provided an update on the AARP surveys collected.
  - 77 online responses
  - 9 hard copies
  - Approximately 125 surveys received so far
  - Dr. Bagley provided her contact information: 314-443-9891 | [Sbagley@lindenwood.edu](mailto:Sbagley@lindenwood.edu)
- Shelly provided an update and overview of the AARP program.
  - Handbooks will be sent out.
  - 8 Domains to consider
- Shelly provided a recap of the St. Charles Age-Friendly City program for the two new Commission members.
  - 3<sup>rd</sup> one in Missouri
  - 2<sup>nd</sup> Dementia-Friendly City in Missouri
  - Stakeholders are starting to notice
    - Stakeholder definition handout provided.
  - Events count towards AARP requirements
    - Steering Committee to drive this
  - Stakeholders
    - Raise awareness and support
    - Wellness for senior population
    - Interested leads
      - Archwell
        - Primary care facility
      - Devoted Health
        - Medicare plans for seniors
      - Bankers Life
      - Archwell and Devoted will contribute to sponsorships
- Bill provided an update on the Senior Night at Wappelhorst Park.
  - June 21<sup>st</sup> (Father's Day)
    - Pool opens 7:30 pm until 10:00 pm?

- \$10 - \$15 fee
    - City event, it should be free
  - Move to Saturday, June 20<sup>th</sup>?
    - \$1,900 to cover entry
    - Prizes – yes
    - Residents only?
    - 9:00 am – 11:00 am?
  - More information to come
  - “Senior Summer Splash” theme
- Carla provided dates for the Fashion Show and the Resource Fair
  - Senior Resource Fair at the Foundry Art Centre – March 12, 2026
  - Senior Fashion Show at Lindenwood – March 25, 2026

## 9. Commission Member Announcements

- None

## 10. Public Comment

- Mayor Borgmeyer joined the meeting and provided the following information:
  - Welcomed the two new Commission members, Lester Hager and David Eckhoff.
  - Provided encouragement for the Senior Technology direction.
  - Provided a recap on the Historical Society.
    - No demand
    - CAPs kids
    - 40 – 50% senior population
  - Resource Guides (Sheila)
    - Senior Services budget available (\$56,837.81)
  - City Trolleys
    - 5 is the goal
    - Depot at C3 (New City Hall)

## 11. Adjourn

Charlie Daniels made a motion to adjourn at 11:37 a.m., Lester Hager provided the second, and all present were in favor, and motion passed.

*Prepared by Carla Bray*

*Sheila Epstein*  
2-10-26



**PLANNING AND ZONING COMMISSION  
MEETING MINUTES  
January 12, 2026  
City Hall – Council Chambers  
200 N Second Street, 4<sup>th</sup> Floor  
St. Charles, MO 63301**

**MEMBERS PRESENT:**

Shawn Luesse, Chairperson  
Julie Bartch, Vice-Chair  
Missy Palitzsch, Secretary  
Mayor Dan Borgmeyer  
Michael Galba, City Council Liaison  
Tyson King  
Keith Liston  
John Morgan

**MEMBERS ABSENT**

Adriana Perrone  
Chris DeGuentz

**STAFF PRESENT:**

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

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, January 12, 2026**, 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 December 8, 2025 Planning and Zoning Commission meeting.

*Mayor Borgmeyer made a motion to approve the minutes. Vice-Chair Bartch seconded the motion. All were in favor. The minutes were approved.*

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**PUBLIC HEARING: Conditional Use**

1. 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. 5<sup>th</sup> Street. The subject property is located in Ward 2.

*Planner Berry provided the Commission with an overview of the Conditional Use request. The applicant and property owner addressed the Commission. The public hearing for the application opened with two (2) speakers from the public, one (1) in favor and one (1) with concerns about parking, traffic, noise, and hours of operation near the adjacent residential neighborhood. Vice-Chair Bartch made a motion to close the public hearing. Secretary Palitzsch 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 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.**

*Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed) at their February 3, 2026 meeting.*

**PUBLIC HEARING: Conditional Use**

5. 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.

*Planner Moore 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. Councilmember Galba 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 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.**

*Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed) at their February 3, 2026 meeting.*

**PUBLIC HEARING: Planned Development Amendment**

6. 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.

*Planner Brown provided the Commission with an overview of this Planned Development Amendment request. The applicant addressed the Commission. The public hearing for the application opened with five (5) speakers from the public with general questions and concerns regarding the district overall. Vice-Chair Bartch made a motion to close the public hearing. Secretary Palitzsch seconded the motion. All were in favor and the public hearing closed. After hearing public comment, the Commission voted to amend the request to specify that storage, in addition to processing, shall be interior only. Secretary Palitzsch motioned to forward the application, as amended. Vice-Chair Bartch seconded the motion. The Amendment application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed) at their February 3, 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 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 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.*

**ADMINISTRATIVE ITEMS:**

11. Adoption of the 2026 Comprehensive Plan: “Guiding STC”

*Assistant Director Boyer provided the Commission with an overview of the 2026 Comprehensive Plan Update. The public hearing opened with no speakers from the public. Vice-Chair Bartch made a motion to close the public hearing. Commissioner Morgan seconded the motion. All were in favor and the public hearing closed. Secretary Palitzsch motioned to adopt the 2026 Comprehensive Plan Update: “Guiding STC”. All were in favor and the motion was approved.*


12. 2026 Officer Elections

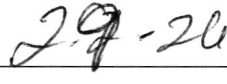
*Councilmember Galba motioned to keep the existing officers in their positions. Mayor Borgmeyer seconded the motion. All were in favor and the motion was approved.*

**Adjournment**

The next regular meeting of the Planning and Zoning Commission is scheduled for **February 9, 2026**.

Vice-Chair Bartch made a motion to adjourn the meeting. Commissioner Morgan seconded the motion. All were in favor. The meeting adjourned at 7:19 p.m.

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
DATE

## MEETING SUMMARY

### FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, January 8, 2026 4:30 PM

Conference Room A, City Hall

200 N. Second Street, Saint Charles, Missouri

#### **Members Present:**

Chris Kyle, Chair  
Jeff Sams, Vice Chair  
Bill Otto, Council Liaison  
Keith Lutz  
Adam Tritz  
Brandon Runk  
Melissa Hollander  
Alyssa Houska  
Kate Manfull

#### **Staff Members Present:**

Jessica Ferguson, Business Development Coordinator  
Lawrence Perney, Assistant City Administrator  
Beth Norviel, Director of Special Events  
Dan Mann, Director of Engineering  
Taylor Moore, Historic Preservation Planner  
Jonathan Silver, City Engineer

**ABSENT:** None

**Call to Order and Call the Roll** – Jeff Sams called the meeting to order at 4:30pm. There were seven (7) members present, enough for a quorum. Jessica Ferguson conducted roll call.

**Pledge of Allegiance** – Jeff Sams led the Pledge of Allegiance.

**Approval of Minutes** – Chris Kyle and Brandon Runk arrive at 4:32pm. There are nine (9) members present. Keith Lutz made a motion to approve the December 11, 2025 Minutes. Adam Tritz seconded the motion. All in favor (9-0).

**Current Operating Budget** –2026 Operating Budget is discussed. Brandon Runk made a motion to approve the budget. Keith Lutz seconded the motion. All in favor (9-0).

**Update from City Staff** – Beth Norviel and Dan Mann give an update on events and construction in Frenchtown. Board discusses events and construction timeline.

**Festival Reimbursement** – Bill Otto makes a motion to reimburse the Sister Cities organization \$500 for tent rentals. Jeff Sams seconded the motion. All in favor (9-0).

**Old Business** – Planters and construction discussed. Signage discussed.

**New Business** – Christmas Tree decorations removal discussed. Creation of a discussion items calendar discussed.

**Report from City Council Liaison** – Bill Otto gives update on the progress at City Center Complex. Frenchtown Happy Hour discussed.

**Other Information from Staff** – Next meeting date is February 12, 2026.

**Adjournment** – Adam Tritz made the motion to adjourn at 5:40pm. Bill Otto seconded the motion. All in favor (9-0).

  
Chris Kyle, Chair

2-12-26  
Date



Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Public Works	<b>Department Contact:</b>	MAURA ZACKAVEC
<b>Vendor Name &amp; NWS#:</b>	#973 - MISSISSIPPI LIME COMPANY		
<b>Description/Purpose:</b>	2026 PURCHASE OF STANDARD HYDRATED LIME		
<b>Account #:</b>	514-500-533-766111-		
<b>Project #:</b>	N/A		
<b>Amount of this Routing:</b>	\$ 700,000.00	<b>Requisition #:</b>	20260059
<b>Contract Type:</b>	New Contract	<b>N/A</b>	<b>Coop#:</b> N/A
<b>Contract Term:</b>	thru 12/31/26	<b>Renewal Options:</b>	0
<b>If Renewal or Amendment: C#</b>	N/A	<b>Amendment #</b>	N/A
		<b>Renewal #</b>	N/A
<b>Original Contract Value:</b>	\$ 0.00	<b>Total of Previous Amendments:</b>	\$ 0.00
<b>Total Contract Value:</b>	\$ 700,000.00		

DS  
MLO

**Certifications: to be completed by Originating Department Director**

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

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

<b>Printed Name:</b>  LARRY PERNEY	<b>Signature:</b> <small>Signed by:</small> <i>Larry Perney</i>	  2/13/2026
--	---	-------------------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 2/17/2026
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 2/17/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 2/17/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 2/17/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS  
MLO



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 02/24/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): ALL

Sponsor(s): \_\_\_\_\_

**Description:**

Authorization to enter into a contract with Mississippi Lime Company for the purchase of standard hydrated lime in an amount not to exceed \$700,000.00 for 2026

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

The City of St. Charles solicited bids for the purchase of standard hydrated lime which were opened January 26, 2026

Bid results are as follows:  
Mississippi Lime Company - \$ 1,029,325.00  
Lhoist North America - \$1,747,597.50

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

**Fiscal Impact:** 700,000.00 **Requisition #:** 20260059

**Account #:** 514-500-533-766111-

**Project #:** N/A

RCA prepared by: MZG Dept. Dir.  Finance Dir.  Dir. of Admin. 

**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 Mississippi Lime Company, LLC, dba MLC, (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 Standard Hydrated Lime to the City’s Water Treatment Plant for the term through December 31, 2026, in accordance with Vendor’s response to IFB #4824, 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 Seven Hundred Thousand Dollars (\$700,000.00).

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

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

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

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

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

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

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

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



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

**Contract #** \_\_\_\_\_

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

DocuSigned by:

*Jennifer O'Connor*

2/17/2026

C5FB3E8A40BE40D...  
Director of Finance

Date

**Tabulation Sheet  
Bid #4824  
Standard Hydrated Lime**

<b>Bidder</b>	<b>Estimated Quantity</b>	<b>2026 Price per Ton</b>	<b>2026 Total Bid</b>
Mississippi Lime Company (St. Louis, MO)	2,750	\$374.30	\$1,029,325.00
Lhoist North America (Ste. Genevieve, MO)	2,750	\$635.49	\$1,747,597.50

**Bid 4824 was advertised in the St. Louis Countian, the St. Charles Business Record and on the City's Website beginning 01/09/2026.  
Bids were opened January 26, 2026.**

**This is only a tabulation sheet. It does not indicate who has or will be awarded the Bid.**

Paul Feldmann  
Purchasing Manager  
200 North Second Street  
St. Charles, Missouri 63301  
[paul.feldmann@stcharlescitemo.gov](mailto:paul.feldmann@stcharlescitemo.gov)



**CITY OF SAINT CHARLES, MISSOURI**

**INVITATION FOR BID  
IFB 4824**

**JANUARY 9, 2026**

**Notice of Invitation for Bid (IFB)  
Standard Hydrated Lime  
for the City of St. Charles, Missouri**

The City of St. Charles, Missouri is accepting bids for Standard Hydrated Lime, from qualified providers. Bids will be received until **2:00 p.m., City Time, on Monday, January 26, 2026** at City Hall.

*The submitting party acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different submitting parties or all items to a single submitter. In addition, the submitting party recognizes the right of the City to reject a bid if the submitter fails to furnish any required data required by the IFB, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any or all bids or parts thereof.*

## **INVITATION FOR BID Standard Hydrated Lime**

### **I. Overview**

The intent and purpose of this IFB is to obtain competitive bids and award a contract for annual standard hydrated lime supplier for the City of St. Charles' Water Treatment Plant. The initial term of agreement shall be through December 31, 2026. The City shall hold two (2) one-year renewal options for calendar years 2027 and 2028.

### **II. Scope of Services**

#### **A. Product:**

The City intends to purchase of approximately 2,750 tons (delivered as requested/needed) of Standard Hydrated Lime [Calcium Hydroxide:  $\text{Ca}(\text{OH})_2$ ]. Calcium Hydroxide [ $\text{Ca}(\text{OH})_2$ ] shall comply with the American Water Works Association (AWWA) standards as contained in AWWA B202-07 publication. The contract shall be for a twelve (12) month period with two (2) one year renewal options in accordance with the terms, conditions and specifications contained herein.

Total  $\text{Ca}(\text{OH})_2$  = 94.0% minimum  
-325 mesh = 92.0% minimum  
Moisture = 1.0% maximum

#### **B. Price:**

Bid prices must be net, including transportation and handling charges fully prepaid by the Bidder to the City. All invoice terms shall be net 30 days unless a payment discount is extended.

Price Adjustments (Increase or Decrease): Bidder shall provide written price adjustment requests to the City for the duration of the contract term or any renewal period, as follows:

Bidder shall submit written requests to the City's Purchasing Manager for price adjustments at least 30 days in advance of its effective date. The request must clearly describe the requested price adjustment and include documentation such as the manufacturer's price change, and requested pricing by line item. Price increases shall be limited to the actual price increase to Bidder. The price must remain firm for at least one month. The City reserves the right to reject any requested price increase. If a price increase is rejected, the specific item in question may be cancelled from the contract. In the event of a price decrease by the manufacturer or if the Bidder charges a lower price to other customers, the City shall be immediately notified and receive the price decrease.

The City has the sole discretion to renew the contract upon notification of any proposed price changes for the subsequent years. The price change will not be effective until the vendor's written notice is received by the City of Saint Charles, and will not affect orders already placed.

C. Replacement and Rejections:

Product found to be broken, defective, or otherwise unacceptable shall be reported to the Bidder for replacement. Replacements shall be made within five (5) working days after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery shall be rejected and Bidder shall immediately initiate replacement.

D. Warranty:

All material and workmanship herein specified including all equipment/material furnished by the successful Bidder shall be unconditionally guaranteed to be free from defective material or workmanship for the manufacturer's standard warranty period. Bidder will be required to furnish and install all parts and pay any additional expense to repair the unit that has been caused by the defective workmanship, equipment or material during this period, at no cost to the City of Saint Charles.

E. Bidder's Understanding:

The successful Bidder understands the following:

Standard Hydrated Lime, Calcium Hydroxide [Ca(OH)<sub>2</sub>], will be ordered on an as needed basis only and delivered to the City of Saint Charles Water Division. The City does not guarantee the actual amount of Calcium Hydroxide to be purchased. The quantities for annual ordering are based on City's best estimates at the time of bid release.

### III. Inquiries

Any questions related to the IFB shall be submitted to Paul Feldmann, Purchasing Manager, at [paul.feldmann@stcharlescitymo.gov](mailto:paul.feldmann@stcharlescitymo.gov). In the event it is necessary to revise any portion of this IFB, addenda will be provided to all Vendors who received the original IFB via the City's website. If you received this IFB by means other than the bid system, addenda will be available on the City's website at: <https://www.stcharlescitymo.gov/bids.aspx>.

#### IV. Pricing

In submitting this Bid, Bidder represents that:

1. Certificate of Independent Price Determination

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

2. Prices

- A. The price or prices specified in this quotation are firm and are not subject to contingency or reservation. Bidder represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than other quotes to his/her most favored customer taking into account the quantity specified for delivery. Further, the Bidder, by signing the Bid Form, certifies that he/she secured similar certification from each subcontractor or part supplier.

#### V. Schedule of Activities

Release and advertisement of IFB:	January 9, 2026	
Deadline for clarifying questions:	January 22, 2026	3:00 PM
Bid submission deadline:	January 26, 2026	2:00 PM

## VI. Bid Submission

By signing the Bid Form, Bidder certifies that it will comply with all terms and conditions, scope of services and all other specifications of this IFB and any subsequent award or contract. The IFB and bid will become an integral part of the contract.

1. Sealed bids shall be submitted to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851**; prior to 2:00 p.m., City time, on Monday, January 26, 2026.
2. Envelopes must be clearly marked on the outside, "**BID 4824**", with the date of the bid opening on the envelope.
3. Each bid shall be made on the attached Bid Form and must include all documents in this bid package, the signature of the owner or authorized officer of the Vendor submitting said bid, and the complete mailing address of said Vendor.
4. The bid opening will be on Monday, January 26, 2026, at 2:00 p.m., City time, on the First Floor at City Hall.
5. Bid tabulation sheets will be available online following the bid opening here: <https://www.stcharlescitemo.gov/Bids.aspx?CatID=showStatus&txtSort=Category&showAllBids=on&Status=open>
6. Vendors that submit a bid to the City of Saint Charles must accept/meet the terms and conditions included in this bid.
7. If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Vendor liable for any additional procurement costs.
8. Vendor shall be paid according to the amount quoted on the Bid Form. The Vendor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

## **VII. Laws and Ordinances, Regulations, Licensing Fees**

Bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Bidder shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Bidder or an affiliated business entity of the Bidder shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

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

Bidder acknowledges that the award of any City contract requires compliance with Section 208.009 R.S.Mo. which requires providing the City with affirmative proof that the person signing the contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the contract.

Bidder shall comply with Sections 285.525 through 285.550 R.S.Mo. regarding enrollment in a federal work authorization program. Notice and instructions for proposers are attached to this IFB.

The City of Saint Charles shall not be responsible for any fees, charges, money, etc. due, resulting from any service provided under the provision of this contract.

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

Bidder shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

## **VIII. Assignment of Contract**

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

## **IX. Waiver**

The City of Saint Charles reserves the right to reject any or all bids.

The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

#### **X. Termination of Contract**

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving 30 days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

#### **XI. Method of Award**

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

The City of Saint Charles would prefer to contract with one Bidder for all needs, but reserves the right to award individual items to multiple Bidders. Therefore, Bidders may bid on one or more of the items specified. It is not necessary to bid on all items specified.

#### **XII. Indemnification**

Bidder shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this Invitation for Bid.

#### **XIII. Additional Information**

All goods/services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected.

Bidder shall clearly identify any deviations from the specifications in this IFB.

Bids are subject to the terms and conditions of this IFB, and the attached specifications for the purchase and installation of the requested goods/services. Bids must be submitted on all attached forms. Failure to do so will be considered basis for rejection.

#### **XIV. Response Material Ownership**

All responses, inquiries or correspondence relating to, or in reference to, this IFB, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the Bidders shall become the property of the City when received. The City shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this IFB. Selection or rejection of a bid shall not affect these rights.

## **XV. Proprietary Information**

All material submitted in response to this IFB will become public record and will be subject to inspection after a contract is executed or all bids are rejected. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include legal justification as to why the document is a closed record pursuant to the Missouri Open Records Law, Chapter 610 R.S.Mo. for the request and approval by the Purchasing Manager. The total bid, cost or pricing information will not be considered proprietary.

## **XVI. Delivery**

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

## **XVII. Payment Terms**

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

## **XVIII. Buy American Policy**

On October 22, 1987, the City of Saint Charles enacted Ordinance No. 87-205 and adopted a "Buy American" policy that is codified as Code Section 145.080.B, which states: The City encourages the purchase of products manufactured, assembled or produced in the United States.

## **XIX. Submission of Bids and Supplemental Materials**

Bids shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the Purchasing Office. Submission or distribution by the Bidder of unsolicited supplemental materials to City employees or Officials may result in rejection of the bid.

## **XX. Withdrawal of Bids**

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

## **XXI. Discrimination Policy**

The City advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

**XXII. Non-Appropriation**

Notwithstanding other terms to the contrary, the obligation of the City under the contract awarded to the transportation company shall cease immediately for a fiscal year in which the City Council does not, for any reason, appropriate funds for the contract or any of its renewals.

**XXIII. No Other Interested Parties**

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

**XXIV. Form of Contract**

The Bidder shall enter into a contract that includes all of the representations and information submitted with the bid. This IFB document shall become an integral part of the contract between the City and the Bidder.

**BID FORM**

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

In compliance with this Invitation for Bid Number 4824 and to all the conditions imposed herein, the undersigned offers and agrees to provide Standard Hydrated Lime for the City in accordance with the specifications attached herein at the following price(s):

	QUANTITY	PRICE PER TON	TOTAL PRICE
Standard Hydrated Lime (Current Price)	Approx. 2,750 Tons	\$ \$374.30	\$ 1,029,325

**\*\*Any and All Transportation, Delivery, Shipping, Handling, Fuel Surcharges or Pallet Deposits are to be included in the Prices Bid.**

Indicate form of proposer:

Sole Proprietor

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

Partnership

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

Other: \_\_\_\_\_

Full Legal Name of Proposer: Mississippi Lime Co, dba, MLC \_\_\_\_\_

Street Address: 3870 S Lindbergh BLVD., Ste 200 \_\_\_\_\_

City/State/Zip Code: Saint Louis MO 63127 \_\_\_\_\_

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

Last 4 Digits of FEIN or SSN: 37-0183365 \_\_\_\_\_

Telephone: 800-437-5463 \_\_\_\_\_

Name: Kelly Pippine, VP Innovations, Sales Title Marketing \_\_\_\_\_

Signature: *Kelly Pippine* \_\_\_\_\_ Date: Jan 12, 2026 \_\_\_\_\_

Email Address: sales@mlc.com \_\_\_\_\_



**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS  
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), "No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

"Business Entity" is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

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**Required Affidavit for Contracts Over \$5,000 (US) – Effective January 1, 2009**, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

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

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

**Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memorandum of Understanding (MOU)).**

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The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.**

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

STATE OF Missouri )

)ss

COUNTY OF Saint Louis Before me, the undersigned Notary Public,  
Kelly Pippine (Name) personally appeared who is  
VP, Innovations, Sales and Marketing (Title) of Mississippi Lime Co, dba MLC  
(Company Name), and after being sworn did depose and say:

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

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

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

Kelly Pippine  
Signature (Person with Authority)

Kelly Pippine  
Printed Name

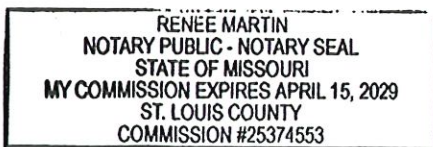
VP, Innovations, Sales & Marketing  
Title

Jan 12, 2026  
Date

Subscribed and sworn to before me this 12 day of January, 2026 (Month, Year).

My commission expires:

Renee Martin 1/12/26  
Signature of Notary Date



### PROOF OF LAWFUL PRESENCE - 208.009 RSMo

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

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

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

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

Business Name: <b>Mississippi Lime Co, dba MLC</b>			
Last Name	First	Initial	Maiden Name
<b>Pippine , Kelly</b>			
Address (Street Name & Number) <b>3870 S Lindbergh BLvd, Ste 200</b>			
City		State	Zip Code
<b>Saint Louis, MO</b>		<b>63127</b>	
Date of Birth (MM/DD/YYYY)		(Check all that apply to signer and company):	
		<input type="checkbox"/> x Citizen of the United States <input type="checkbox"/> xA Lawful Permanent Resident <input checked="" type="checkbox"/> x uses e-Verify to Hire New Employees <input checked="" type="checkbox"/> x Employees are authorized to work in U.S.	
Signature <i>Kelly Pippine</i>		Date 1/12/2026	
<input type="checkbox"/> xl have attached documentation <input type="checkbox"/> I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

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

A -MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document: _____		Missouri Driver's License <input type="checkbox"/>		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.



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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Mississippi Lime Company (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - A. Notice of E-Verify Participation
  - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be



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presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's



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perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.



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22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the



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Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
  - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
  - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only



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under license by DHS/USCIS (see ) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
  - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
    - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,



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- ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section I, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section I has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section I of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.



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3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must



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allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - A. Scanning and uploading the document, or
  - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

###### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **SYSTEM SECURITY AND MAINTENANCE**

###### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.



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8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the



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software.

### C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

### D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

### E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.



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2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

**F. PENALTIES**

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

**ARTICLE VI**

**MODIFICATION AND TERMINATION**

**A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

**B. TERMINATION**

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

**ARTICLE VII**

**PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.



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- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Mississippi Lime Company (Employer) hereby designates and appoints Maricel Salazar (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) Maricel Salazar	Title
Signature Electronically Signed	Date February 09, 2021
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



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<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	MLC
Company Facility Address	3870 S. Lindbergh Blvd. Suite 200 St Louis, MO 63127
Company Alternate Address	3870 S. Lindbergh Blvd. Suite 200 St Louis, MO 63127
County or Parish	Saint Louis
Employer Identification Number	37-0183365
North American Industry Classification Systems Code	Chemical Manufacturing (325)
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	12



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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

Alabama	2
Missouri	2
South Carolina	1
Kentucky	1
Kansas	1
Illinois	1
West Virginia	1
Louisiana	1
Pennsylvania	1
Mississippi	1



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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name	Jenna Roberts
Phone Number	(557) 214-7877
Fax Number	
Email Address	<a href="mailto:JMRoberts@mlc.com">JMRoberts@mlc.com</a>



# Hydrated Lime

## Calcium Hydroxide

### TECHNICAL DATA SHEET

#### Product Description

Hydrated Lime is a refined hydrate that has a small median particle size, good flow properties, high surface area, and a high total & available  $\text{Ca(OH)}_2$ . Hydrated Lime is used in water and wastewater treatment, acid neutralization, construction, flue gas treatment for the control of  $\text{SO}_2, \text{SO}_3, \text{HCl}$  and  $\text{HF}$  emissions, and other environmental applications.

Typical Chemical Properties	
$\text{Ca(OH)}_2$ - Total	98.6%
$\text{Ca(OH)}_2$ - Available	97%
Calcium (Ca)	53.3%
Free Moisture	0.6%
$\text{CO}_2$	0.5%
Magnesium (MgO)	0.5%
Silicon ( $\text{SiO}_2$ )	0.6%
Crystalline Silica	<0.1%
Aluminum ( $\text{Al}_2\text{O}_3$ )	0.1%
Iron ( $\text{Fe}_2\text{O}_3$ )	0.08%

Typical Physical Properties	
Specific Gravity	2.3
Median Particle Size	2 $\mu\text{m}$
pH	12.4
-100 Mesh (149 $\mu\text{m}$ )	99.8%
-200 Mesh (74 $\mu\text{m}$ )	99%
-325 Mesh (45 $\mu\text{m}$ )	96%
Apparent Bulk Density (Loose)	22 lbs./ft <sup>3</sup>
Apparent Bulk Density (Packed)	35 lbs./ft <sup>3</sup>

#### Available Certifications

- ✓ AWWA Standard B202-19
- ✓ Meets AASHTO standard M303-89
- ✓ Certified to ASTM standards:
  - C977-18
  - C1097-19
  - C207-18 (Type N only)
  - C911-19



Certified to  
NSF/ANSI/CAN 60

[mlc.com](http://mlc.com)

[sales@mlc.com](mailto:sales@mlc.com) | 800.437.5463

All information provided and recommendations made herein are intended to assist customers in determining whether our products are suitable for their applications. The values associated with all chemical and physical properties herein are typical values and are not intended to be used as product specifications or guarantees. ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We request that customers inspect and test our products before use in order to make their own final decision regarding suitability. We do not guarantee results, freedom from patent infringement, or suitability of resultant products for any suggested application with respect to the use of any formula or material described herein.



# SAFETY DATA SHEET

## 1. Identification

<b>Product identifier</b>	<b>MLC™ Hydrated Lime - Ste. Genevieve</b>
<b>Other means of identification</b>	
<b>Product code</b>	Hydrated Lime, Hydrated Lime FGT, Hydrated Lime HRH, Hydrated Lime HRH64, Hydrated Lime SP, Hydrated Lime AHL, MicroCal® H (HS, HM, HF, HFT20, HXP), and PetroCal® H (HS, HM, HF) Product Lines, Calcium Hydroxide
<b>CAS number</b>	1305-62-0
<b>Recommended use</b>	Industrial, Chemical, Construction, Environmental and Water Treatment applications of calcium hydroxide.
<b>Recommended restrictions</b>	Not for food or food contact applications.
<b>Manufacturer/Importer/Supplier/Distributor information</b>	
<b>Manufacturer:</b>	Mississippi Lime Company, LLC dba MLC
<b>Address:</b>	16147 US Highway 61 Ste Genevieve, MO 63670
<b>Phone Number:</b>	(800) 437-5463
<b>24 Hour Emergency</b>	(866) 519-4752
<b>Contact Number:</b>	
<b>Access code:</b>	336393

## 2. Hazard(s) identification

<b>Physical hazards</b>	Not classified.	
<b>Health hazards</b>	Skin corrosion/irritation	Category 2
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
<b>Environmental hazards</b>	Hazardous to the aquatic environment, acute hazard	Category 3
<b>OSHA defined hazards</b>	Not classified.	

### Label elements



<b>Signal word</b>	Danger
<b>Hazard statement</b>	Causes skin irritation. Causes serious eye damage. May cause respiratory irritation. Harmful to aquatic life.
<b>Precautionary statement</b>	
<b>Prevention</b>	Avoid breathing dust. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear eye protection/face protection. Wear protective gloves.
<b>Response</b>	If on skin: Wash with plenty of water. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse.
<b>Storage</b>	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
<b>Disposal</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.

Supplemental information None.

### 3. Composition/information on ingredients

#### Substances

Chemical name	Common name and synonyms	CAS number	%
Calcium hydroxide (Ca(OH) <sub>2</sub> )		1305-62-0	93 - 100

#### Impurities

Chemical name	Common name and synonyms	CAS number	%
Calcium carbonate		471-34-1	≤ 5
Silicon dioxide		7631-86-9	≤ 2
Magnesium Oxide		1309-48-4	≤ 1

All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

### 4. First-aid measures

<b>Inhalation</b>	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison center or doctor/physician if you feel unwell.
<b>Skin contact</b>	Remove contaminated clothing. Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention. Wash contaminated clothing before reuse.
<b>Eye contact</b>	Do not rub eyes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
<b>Ingestion</b>	Rinse mouth. Get medical attention if symptoms occur.
<b>Most important symptoms/effects, acute and delayed</b>	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Dusts may irritate the respiratory tract, skin and eyes. Coughing. Skin irritation. May cause redness and pain.
<b>Indication of immediate medical attention and special treatment needed</b>	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
<b>General information</b>	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

### 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	Use water spray to cool unopened containers.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	The product is nonflammable and does not support combustion.

### 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Avoid inhalation of dust. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
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**Methods and materials for containment and cleaning up**

Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air). Collect dust using a vacuum cleaner equipped with HEPA filter. Prevent product from entering drains. Stop the flow of material, if this is without risk.

Large Spills: Wet down with water and dike for later disposal. Absorb in vermiculite, dry sand or earth and place into containers. Shovel the material into waste container. Following product recovery, flush area with water.

Small Spills: Sweep up or vacuum up spillage and collect in suitable container for disposal. Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

**Environmental precautions**

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid release to the environment. Inform appropriate managerial or supervisory personnel of all environmental releases. Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground.

**7. Handling and storage**

**Precautions for safe handling**

Minimize dust generation and accumulation. Provide appropriate exhaust ventilation at places where dust is formed. Do not get this material in contact with eyes. Avoid breathing dust. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Wear appropriate personal protective equipment. Avoid release to the environment. Observe good industrial hygiene practices.

**Conditions for safe storage, including any incompatibilities**

Store locked up. Store in tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

**8. Exposure controls/personal protection**

**Occupational exposure limits**

**U.S. - OSHA Impurities**

	Type	Value
Silicon dioxide (CAS 7631-86-9)	TWA	80 mg/m3

**US. OSHA Table Z-1 Permissible Exposure Limits (PEL) for Air Contaminants (29 CFR 1910.1000)**

Material	Type	Value	Form
Silicon dioxide, crystalline silica-free (CAS 1305-62-0)	PEL	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.

**Impurities**

	Type	Value	Form
Magnesium Oxide (CAS 1309-48-4)	PEL	15 mg/m3	Total particulate.

**US. OSHA Table Z-3 Permissible Exposure Limits (PEL) for Mineral Dusts (29 CFR 1910.1000)**

Material	Type	Value	Form
Silicon dioxide, crystalline silica-free (CAS 1305-62-0)	TWA	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.
		50 mppcf	Total dust.

**Impurities**

	Type	Value	Form
Magnesium Oxide (CAS 1309-48-4)	TWA	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.
		50 mppcf	Total dust.

**Silicon dioxide (CAS 7631-86-9)**

Type	Value	Form
TWA	5 mg/m3	Respirable fraction.
	15 mg/m3	Total dust.
	20 mppcf	Total dust.

**US. OSHA Table Z-3 Permissible Exposure Limits (PEL) for Mineral Dusts (29 CFR 1910.1000)**

Impurities	Type	Value	Form
Calcium carbonate (CAS 471-34-1)	TWA	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

**US. ACGIH Threshold Limit Values (TLV)**

Material	Type	Value
Calcium carbonate, synthetic (CAS 1305-62-0)	TWA	5 mg/m3

Impurities	Type	Value	Form
Magnesium Oxide (CAS 1309-48-4)	TWA	10 mg/m3	Inhalable fraction.

**NIOSH. Immediately Dangerous to Life or Health (IDLH) Values, as amended**

Impurities	Type	Value
Magnesium Oxide (CAS 1309-48-4)	IDLH	750 mg/m3
Silicon dioxide (CAS 7631-86-9)	IDLH	3000 mg/m3

**US. NIOSH: Pocket Guide to Chemical Hazards**

Material	Type	Value	Form
Calcium hydroxide (Ca(OH) <sub>2</sub> ) (CAS 1305-62-0)	TWA	5 mg/m3	
Silicon dioxide (CAS 7631-86-9)	TWA	6 mg/m3	
Calcium carbonate (CAS 471-34-1)	TWA	5 mg/m3	Respirable.
		10 mg/m3	Total

<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. If engineering measures are not sufficient to maintain concentrations of dust particulates below the Occupational Exposure Limit (OEL), suitable respiratory protection must be worn. If material is ground, cut, or used in any operation which may generate dusts, use appropriate local exhaust ventilation to keep exposures below the recommended exposure limits. Provide eyewash station and safety shower.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Use tight fitting goggles.
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.
<b>Skin protection</b>	
<b>Other</b>	Wear appropriate chemical resistant clothing.
<b>Respiratory protection</b>	Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Chemical respirator with organic vapor cartridge, full facepiece, dust and mist filter.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations** Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

## 9. Physical and chemical properties

### Appearance

<b>Physical state</b>	Solid.
<b>Form</b>	Powder.
<b>Color</b>	White.
<b>Odor</b>	None.
<b>Odor threshold</b>	Not available.
<b>pH</b>	12.4 In aqueous solution
<b>Melting point/freezing point</b>	1076 °F (580 °C)
<b>Initial boiling point and boiling range</b>	Not available.
<b>Flash point</b>	Does not flash
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Non combustible.
<b>Upper/lower flammability or explosive limits</b>	
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	< 0.0000001 kPa (77 °F (25 °C))
<b>Vapor density</b>	Not available.
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	1.7 g/l at 20 °C
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Density</b>	2.2398 g/cm <sup>3</sup> estimated
<b>Explosive properties</b>	Not explosive.
<b>Molecular formula</b>	Ca-H <sub>2</sub> -O <sub>2</sub>
<b>Molecular weight</b>	74.1 g/mol
<b>Oxidizing properties</b>	Not oxidizing.

## 10. Stability and reactivity

<b>Reactivity</b>	Reacts violently with strong acids.
<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Conditions to avoid</b>	Avoid temperatures exceeding the decomposition temperature. Contact with incompatible materials. Do not mix with other chemicals.
<b>Incompatible materials</b>	Acids. Phosphorus. Maleic anhydride. Nitroethane. Nitromethane. Nitroparaffins. Nitropropane.
<b>Hazardous decomposition products</b>	No hazardous decomposition products are known.

## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation</b>	Dust may irritate respiratory system. Prolonged inhalation may be harmful.
<b>Skin contact</b>	Causes skin irritation.

**Eye contact** Causes serious eye damage.  
**Ingestion** May cause discomfort if swallowed.  
**Symptoms related to the physical, chemical and toxicological characteristics** Skin irritation. May cause redness and pain. Dermatitis. Rash. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Dusts may irritate the respiratory tract, skin and eyes. Coughing.

**Information on toxicological effects**

**Acute toxicity** Not expected to be acutely toxic.

Product	Species	Test Results
Calcium hydroxide (Ca(OH) <sub>2</sub> ) (CAS 1305-62-0)		
<b>Acute</b>		
<b>Oral</b>		
LD50	Rat	7340 mg/kg

**Skin corrosion/irritation** Causes skin irritation.

**Serious eye damage/eye irritation** Causes serious eye damage.

**Respiratory or skin sensitization**

**Respiratory sensitization** Not a respiratory sensitizer.

**Skin sensitization** This product is not expected to cause skin sensitization.

**Germ cell mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

**Carcinogenicity** Not classifiable as to carcinogenicity to humans.

**IARC Monographs. Overall Evaluation of Carcinogenicity**

Silicon dioxide (CAS 7631-86-9) 3 Not classifiable as to carcinogenicity to humans.

**NTP Report on Carcinogens**

Not listed.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not listed.

**Reproductive toxicity** This product is not expected to cause reproductive or developmental effects.

**Specific target organ toxicity - single exposure** May cause respiratory irritation.

**Specific target organ toxicity - repeated exposure** Not classified.

**Aspiration hazard** Not an aspiration hazard.

**Chronic effects** Prolonged inhalation may be harmful.

**12. Ecological information**

**Ecotoxicity** Harmful to aquatic life.

Product	Species	Test Results
Calcium hydroxide (Ca(OH) <sub>2</sub> ) (CAS 1305-62-0)		
<b>Aquatic</b>		
<b>Acute</b>		
Fish	LC50 Zambezi barbel (Clarias gariepinus)	33.9 mg/l, 96 hours

**Persistence and degradability** The product contains inorganic compounds for which biodegradability is not applicable.

**Bioaccumulative potential** No data available on bioaccumulation.

**Mobility in soil** This product is slightly water soluble and may disperse in soil.

**Other adverse effects** No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

**13. Disposal considerations**

**Disposal instructions** Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.

<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

### DOT

Not regulated as dangerous goods.

### IATA

Not regulated as dangerous goods.

### IMDG

Not regulated as dangerous goods.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not applicable.

## 15. Regulatory information

**US federal regulations** This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Not listed.

**SARA 304 Emergency release notification**

Not regulated.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not listed.

**Toxic Substances Control Act (TSCA)** This substance is on the TSCA 8(b) inventory and is designated "active".

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** Yes

**Classified hazard categories** Skin corrosion or irritation  
 Serious eye damage or eye irritation  
 Specific target organ toxicity (single or repeated exposure)

**SARA 313 (TRI reporting)**

Not regulated.

**Other federal regulations**

**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**Safe Drinking Water Act (SDWA)** Contains component(s) regulated under the Safe Drinking Water Act.

**US state regulations**

**US. Massachusetts RTK - Substance List**

- Calcium carbonate (CAS 471-34-1)
- Calcium hydroxide (Ca(OH)<sub>2</sub>) (CAS 1305-62-0)
- Magnesium Oxide (CAS 1309-48-4)
- Silicon dioxide (CAS 7631-86-9)

**US. New Jersey Worker and Community Right-to-Know Act**

Calcium carbonate (CAS 471-34-1)  
 Calcium hydroxide (Ca(OH)<sub>2</sub>) (CAS 1305-62-0)  
 Magnesium Oxide (CAS 1309-48-4)

**US. Pennsylvania Worker and Community Right-to-Know Law**

Calcium carbonate (CAS 471-34-1)  
 Calcium hydroxide (Ca(OH)<sub>2</sub>) (CAS 1305-62-0)  
 Magnesium Oxide (CAS 1309-48-4)  
 Silicon dioxide (CAS 7631-86-9)

**US. Rhode Island RTK**

Calcium carbonate (CAS 471-34-1)  
 Calcium hydroxide (Ca(OH)<sub>2</sub>) (CAS 1305-62-0)  
 Magnesium Oxide (CAS 1309-48-4)  
 Silicon dioxide (CAS 7631-86-9)

**California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Industrial Chemicals (AICIS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)  
 A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

**16. Other information, including date of preparation or last revision**

**Issue date** 04-April-2025  
**Revision date** -  
**Version #** 01  
**HMIS® ratings** Health: 3  
 Flammability: 0  
 Physical hazard: 0

**NFPA ratings**



**Disclaimer**

Mississippi Lime Company cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, November 6, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=31980&Standard=060&>

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### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

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#### Mississippi Lime Company

3870 South Lindbergh Boulevard

Suite 200

St. Louis, MO 63127

United States

800-437-5463

314-543-6348

Visit this company's website

(<http://www.mississippilime.com>)

**Facility :** Calera, AL

#### Calcium Hydroxide

##### *Trade Designation*

Hydrated Lime

TYPE N STANDARD HYDRATED LIME

TYPE N STANDARD HYDRATED LIME -

Ca(OH)<sub>2</sub>

TYPE S STANDARD HYDRATED LIME

##### *Product Function*

pH Adjustment

pH Adjustment

pH Adjustment

pH Adjustment

##### *Max Use*

650mg/L

650mg/L

650mg/L

650mg/L

TYPE S STANDARD HYDRATED LIME - pH Adjustment 650mg/L  
 Ca(OH)<sub>2</sub>

**Calcium Oxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
# 2 STANDARD HiCal QUICKLIME (7/8X1/2) CaO	pH Adjustment	500mg/L
# 3 STANDARD HiCal QUICKLIME (1/2X18) CaO	pH Adjustment	500mg/L
FINES STANDARD HiCal QUICKLIME (1/8X0) CaO	pH Adjustment	500mg/L
MIX STANDARD HiCal QUICKLIME (7/8X1/8)	pH Adjustment	500mg/L
Quicklime[1]	pH Adjustment	500mg/L

[1] All sizes and gradations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

**Facility : McCalla, AL**

**Calcium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrated Lime	pH Adjustment	650mg/L
TYPE N STANDARD HYDRATED LIME	pH Adjustment	650mg/L
TYPE N STANDARD HYDRATED LIME - Ca(OH) <sub>2</sub>	pH Adjustment	650mg/L
TYPE S STANDARD HYDRATED LIME	pH Adjustment	650mg/L
TYPE S STANDARD HYDRATED LIME - Ca(OH) <sub>2</sub>	pH Adjustment	650mg/L

**Facility : Distribution Center - Tampa, FL**

**Calcium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Hydrated Lime	pH Adjustment	650mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L
Standard Hydrated Lime SP	pH Adjustment	650mg/L

**Facility :** Distribution Center - Des Moines, IA

**Calcium Oxide[1]**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Granular Quicklime	pH Adjustment	500mg/L
Pebble Lime	pH Adjustment	500mg/L
Quicklime	pH Adjustment	500mg/L
Standard Gran QL	pH Adjustment	500mg/L
Standard Quicklime	pH Adjustment	500mg/L

[1] Trade Designation may include "Gran" and/or "Granular."

**Facility :** Distribution Center - Kansas City, KS

**Calcium Oxide[1]**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Granular Quicklime	pH Adjustment	500mg/L
Pebble Lime[2]	pH Adjustment	500mg/L
Quicklime[2]	pH Adjustment	500mg/L
Standard Gran QL	pH Adjustment	500mg/L
Standard Quicklime[2]	pH Adjustment	500mg/L

[1] Trade Designation may include "Gran" and/or "Granular".

[2] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

**Facility : Verona, KY**

**Calcium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrated Lime	pH Adjustment	650mg/L
Hydrated Lime HRH	pH Adjustment	650mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L

**Calcium Oxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
1/2" Standard Quicklime	pH Adjustment	500mg/L
Burnt HiCal Quicklime	pH Adjustment	500mg/L
CaO	pH Adjustment	500mg/L
Calcium Oxide	pH Adjustment	500mg/L
Granular Quicklime	pH Adjustment	500mg/L
HiCal Quicklime	pH Adjustment	500mg/L
Lime	pH Adjustment	500mg/L
Pebble Quicklime	pH Adjustment	500mg/L
Quicklime[1]	pH Adjustment	500mg/L

[1] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

**Facility : Vicksburg, MS**

**Calcium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Activated Hydrated Lime (HRH)	pH Adjustment	650mg/L
Hydrated Lime	pH Adjustment	650mg/L
Hydrated Lime - HRH80	pH Adjustment	650mg/L
Liquid Calcium Hydroxide, LCH	pH Adjustment	1625mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L

**Calcium Oxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Gran Standard Quicklime	pH Adjustment	500mg/L
Granular Quicklime	pH Adjustment	500mg/L
Pebble Quicklime	pH Adjustment	500mg/L
Pulverized Quicklime[1]	pH Adjustment	500mg/L
Quicklime[1]	pH Adjustment	500mg/L
Standard Quicklime	pH Adjustment	500mg/L

[1] All sizes and gradations.

**Facility : Ste. Genevieve, MO**

**Calcium Carbonate**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
CalCarb AC3	Corrosion & Scale Control pH Adjustment	400mg/L
CalCarb R1	Corrosion & Scale Control pH Adjustment	400mg/L
CalCarb R2	Corrosion & Scale Control pH Adjustment	400mg/L
Limestone	Corrosion & Scale Control pH Adjustment	400mg/L

**Calcium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Activated Hydrated Lime (HRH)	pH Adjustment	650mg/L
Hydrated Lime	pH Adjustment	650 mg/L
Hydrated Lime LCH	pH Adjustment	1625mg/L
Hydrated Lime LCH MP	pH Adjustment	1625mg/L
Hydrated Lime MR-200	pH Adjustment	650 mg/L
MicroCal HF	pH Adjustment	650mg/L
MicroCal HFT20	pH Adjustment	650mg/L
MicroCal HM	pH Adjustment	650mg/L
MicroCal HS Hydrated Lime	pH Adjustment	650mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L
Standard Hydrated Lime SP	pH Adjustment	650mg/L
VitaCal H	pH Adjustment	650mg/L



<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Hydrated Lime LCH	pH Adjustment	1625mg/L
Hydrated Lime LCH MP	pH Adjustment	1625mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L
Standard RG Hydrated Lime	pH Adjustment	650mg/L
VitaCal LCH	pH Adjustment	1625mg/L

**Calcium Oxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Granular Quicklime	pH Adjustment	500mg/L
Pebble Lime	pH Adjustment	500mg/L
Quicklime[1]	pH Adjustment	500mg/L
Standard Gran QL	pH Adjustment	500mg/L
Standard Quicklime	pH Adjustment	500mg/L

[1] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

**Facility :** Weirton , WV

**Calcium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Hydrated Lime	pH Adjustment	650mg/L
Hydrated Lime HRH	pH Adjustment	650mg/L
Standard Hydrated Lime	pH Adjustment	650mg/L

NOTE: Only products bearing the NSF Mark are Certified.

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Number of matching Products is 95

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Signature Adoption: Uploaded Signature Image

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### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication  
(None)

Signed by:

CA2B397B773142A...

Sent: 2/13/2026 2:31:21 PM

Viewed: 2/17/2026 1:14:45 PM

Signed: 2/17/2026 1:15:23 PM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication  
(None)

DS

Sent: 2/17/2026 1:15:25 PM

Viewed: 2/17/2026 1:20:43 PM

Signed: 2/17/2026 1:24:44 PM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## Signer Events

## Signature

## Timestamp

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

DocuSigned by:  
*Holly Magdziarz*  
25D56664397942C...

Sent: 2/17/2026 1:24:46 PM  
Viewed: 2/17/2026 1:27:34 PM  
Signed: 2/17/2026 1:27:44 PM

Signature Adoption: Uploaded Signature Image  
Using IP Address: 35.130.51.195

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

DocuSigned by:  
*Jennifer O'Connor*  
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Viewed: 2/17/2026 1:29:45 PM  
Signed: 2/17/2026 1:30:11 PM

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.  
lawrence.dobrosky@stcharlescitymo.gov  
Director of Administration  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Lawrence S. Dobrosky, Jr.*  
3E05A81A58094AA...

Sent: 2/17/2026 1:30:14 PM  
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Using IP Address:  
2607:fb90:3982:4913:b503:2b46:551a:9020  
Signed using mobile

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Emily B. Galantowicz  
emily.galantowicz@stcharlescitymo.gov  
Assistant City Clerk  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

Sent: 2/17/2026 3:32:32 PM  
Viewed: 2/18/2026 8:51:12 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

City Clerk - Assign Contract #

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 2/17/2026 1:30:13 PM  
Viewed: 2/17/2026 4:15:11 PM

Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

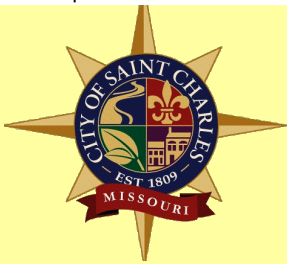
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Public Works	<b>Department Contact:</b>	Maura Zackavec
<b>Vendor Name &amp; NWS#:</b>	#10725 - Hawkins Inc.		
<b>Description/Purpose:</b>	2026 Sodium Hypochlorite		
<b>Account #:</b>	514-500-533-766006		
<b>Project #:</b>	N/A		
<b>Amount of this Routing:</b>	\$ 112,700.00	<b>Requisition #:</b>	20260233
<b>Contract Type:</b>	New Contract	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	thru 12/31/2026	<b>Renewal Options:</b>	NO
<b>If Renewal or Amendment: C#</b>	<b>Amendment #</b>	<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$ 0.00	<b>Total of Previous Amendments:</b>	\$ 0.00
<b>Total Contract Value:</b>	\$ 112,700.00		

DS  
WJG

**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.

<b>Printed Name:</b>  Larry Perney	<b>Signature:</b> <small>Signed by:</small> <i>Larry Perney</i>	2/9/2026
--	---	----------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 2/10/2026
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 2/12/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 2/12/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 2/13/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS  
MLO



**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 02/24/2026

Bill # \_\_\_\_\_

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): ALL

Sponsor(s): ALL

**Description:**

Enter into Purchase Contract with Hawkins Inc for Sodium Hypochlorite Supply for 2026

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

This Request for Council Action seeks approval of a 2026 purchase contract with Hawkins, Inc. for Sodium Hypochlorite for the Water Treatment Plant. Sodium Hypochlorite is required for the disinfection process to maintain compliance with drinking water regulations. Approval will authorize staff to procure product as needed to support plant operations.

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

**Fiscal Impact:** 112,700.00 **Select One** 20260233

**Account #:** 514-500-533-766006

**Project #:** N/A

RCA prepared by: MZG Dept. Dir. [Initial] Finance Dir. [DS] Dir. of Admin. [DS]

**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 Hawkins, 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 Sodium Hypochlorite to the City's Water Treatment Plant for the term through December 31, 2026, in accordance with Vendor's response to IFB #4825, 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 Twelve Thousand Seven Hundred Dollars (\$112,700.00).

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

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

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

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

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

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

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

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

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

**Contract #** \_\_\_\_\_

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

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

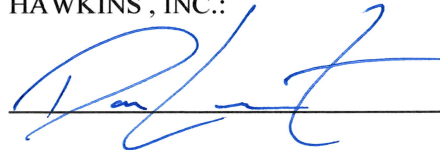
9. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

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

11. Notwithstanding any other provision of the 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.

HAWKINS , INC.:

  
\_\_\_\_\_ 2/5/2026  
Date


By: Dan Louismet, General Counsel, Secretary  
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

\_\_\_\_\_ Date  
Daniel J. Borgmeyer  
Mayor

Corporate Attest (if applicable):

Attest:

  
\_\_\_\_\_ 2/5/2026  
By: Douglas Lange, Vice President WTG Date

\_\_\_\_\_ Date  
City Clerk

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

**Contract #** \_\_\_\_\_

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

DocuSigned by:  
*Jennifer O'Connor* 2/12/2026  
CSFB3E8A40E40D...  
Director of Finance Date

**Tabulation Sheet  
Bid #4825  
Sodium Hypochlorite**

Bidder	Gallons Estimated Annual	2026 Bid (per Gallon)	2026 Total Bid	2027 Bid (per Gallon)	2027 Total Bid	2028 Bid (per Gallon)	2028 Total Bid	Minimum Order
Hawkins, Inc. (Roseville, MN)	70,000.00	\$1.610	\$112,700.00	No Bid	No Bid	No Bid	No Bid	2,477 Gallons
Brenntag Mid-South, Inc. (St. Louis, MO)	70,000.00	\$2.030	\$142,100.00	No Bid	No Bid	No Bid	No Bid	2,000 Gallons
PVS DX, Inc. (Festus, MO)	70,000.00	\$1.630	\$114,100.00	No Bid	No Bid	No Bid	No Bid	N/A

Bid 4825 was advertised in the St. Charles Business Record, the St. Louis Countian and on the City's Website beginning January 16, 2026.

Bids were due prior to 2:00 pm on February 2, 2026.

This is only a tabulation sheet. It does not indicate who has or will be awarded the Bid.

Paul Feldmann  
Purchasing Manager  
200 North Second Street  
St. Charles, Missouri 63301  
[paul.feldmann@stcharlescitymo.gov](mailto:paul.feldmann@stcharlescitymo.gov)



**CITY OF SAINT CHARLES, MISSOURI**

**INVITATION FOR BID  
IFB 4825**

**JANUARY 16, 2026**

**Notice of Invitation for Bid (IFB)  
Sodium Hypochlorite for Water Division  
for the City of St. Charles, Missouri**

The City of St. Charles, Missouri is accepting bids for Sodium Hypochlorite for Water Division from qualified providers. Bids will be received until **2:00 p.m., City Time, on Monday, February 2, 2026** at City Hall.

*The submitting party acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different submitting parties or all items to a single submitter. In addition, the submitting party recognizes the right of the City to reject a bid if the submitter fails to furnish any required data required by the IFB, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any or all bids or parts thereof.*

**INVITATION FOR BID  
Sodium Hypochlorite for Water Division**

**I. Overview**

This Invitation for Bid shall be the basis for establishing a Contract for the provision of Sodium Hypochlorite to the Water Division of the Public Works Department. Only those items specified herein may be furnished. Any substitution of material will require prior written approval by the City. These supplies will be ordered on an as-needed basis only, with no minimum quantities guaranteed, and delivered to the City's Water Division. The initial term of agreement shall be through December 31, 2026. The City shall hold two (2) one-year renewal options for calendar years 2027 and 2028.

**II. Specifications**

The Bidder shall provide bulk 12 1/2% (by weight) +/- 0.5% Sodium Hypochlorite (NaOCl) to the City of St. Charles Water Division; Elm Point Water Treatment Plant; 3600 Elm Point Road; St. Charles, MO 63301. The Sodium Hypochlorite supplied by the Bidder shall meet or exceed ANSI/AWWA standard B-300-04 or subsequent revisions. In addition, the Sodium Hypochlorite supplied shall be listed by the NSF as being in full compliance with NSF Standard No. 60 for Drinking Water Treatment Chemicals – Health Effects.

**ALL MATERIAL PROVIDED MUST BE NSF STANDARD 60 CERTIFIED.**

Price:

Bid prices must be net and must include all transportation and handling charges fully prepaid by Bidder to the City. All invoice terms shall be net 30 days, unless a payment discount is extended. Annual quantities listed on Bid Form are estimates only.

Replacement and Rejections:

Product found to be broken, defective, or otherwise unacceptable shall be reported to the Bidder for replacement. Replacements shall be received within five (5) working days after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery shall be rejected and Bidder shall immediately initiate replacement.

Warranty:

All material and workmanship herein specified including all equipment/material furnished by the successful Bidder shall be unconditionally guaranteed to be free from defective material or workmanship for the manufacturer's standard warranty period. Bidder will be required to furnish and install all parts and pay any additional expenses to repair any City-owned equipment that becomes damaged due to defective workmanship, equipment or material provided by the Bidder during this period, at no additional cost to the City of Saint Charles.

Bidder's Understanding:

The successful Bidder understands the following:

The City of St. Charles will place orders for delivery of Sodium Hypochlorite on an as-needed basis and the City does not guarantee the purchase of any specific quantity of product during the initial contract period or any subsequent renewal periods.

### III. Inquiries

Any questions related to the IFB shall be submitted to Paul Feldmann, Purchasing Manager, at [paul.feldmann@stcharlescitemo.gov](mailto:paul.feldmann@stcharlescitemo.gov). In the event it is necessary to revise any portion of this IFB, addenda will be provided to all Vendors who received the original IFB via the City's website. If you received this IFB by means other than the bid system, addenda will be available on the City's website at: <https://www.stcharlescitemo.gov/bids.aspx>.

### IV. Pricing

In submitting this Bid, Bidder represents that:

#### 1. Certificate of Independent Price Determination

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

#### 1. Prices

- A. The price or prices specified in this quotation are firm and are not subject to contingency or reservation. Bidder represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than other quotes to his/her most favored customer taking into account the quantity specified for delivery. Further, the Bidder, by signing the Bid Form, certifies that he/she secured similar certification from each subcontractor or part supplier.

## V. Schedule of Activities

Release and advertisement of IFB:	January 16, 2026	
Deadline for clarifying questions:	February 28, 2026	3:00 PM
Bid submission deadline:	February 2, 2026	2:00 PM

## VI. Bid Submission

By signing the Bid Form, Bidder certifies that it will comply with all terms and conditions, scope of services and all other specifications of this IFB and any subsequent award or contract. The IFB and bid will become an integral part of the contract.

1. Sealed bids shall be submitted to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851**; prior to 2:00 p.m., City time, on Monday, January 2, 2026.
2. Envelopes must be clearly marked on the outside, "**BID 4825**", with the date of the bid opening on the envelope.
3. Each bid shall be made on the attached Bid Form and must include all documents in this bid package, the signature of the owner or authorized officer of the Vendor submitting said bid, and the complete mailing address of said Vendor.
4. The bid opening will be on Monday, February 2, 2026, at 2:00 p.m., City time, First Floor City Hall.
5. Bid tabulation sheets will be available online following the bid opening here: <https://www.stcharlescitemo.gov/Bids.aspx?CatID=showStatus&txtSort=Category&showAllBids=on&Status=open>
6. Vendors that submit a bid to the City of Saint Charles must accept/meet the terms and conditions included in this bid.
7. If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Vendor liable for any additional procurement costs.
8. Vendor shall be paid according to the amount quoted on the Bid Form. The Vendor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

## VII. Laws and Ordinances, Regulations, Licensing Fees

Bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Bidder shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Bidder or an affiliated business entity of the Bidder shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

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

Bidder acknowledges that the award of any City contract requires compliance with Section 208.009 R.S.Mo. which requires providing the City with affirmative proof that the person signing the contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the contract.

Bidder shall comply with Sections 285.525 through 285.550 R.S.Mo. regarding enrollment in a federal work authorization program. Notice and instructions for proposers are attached to this IFB.

The City of Saint Charles shall not be responsible for any fees, charges, money, etc. due, resulting from any service provided under the provision of this contract.

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

Bidder shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

#### **VIII. Assignment of Contract**

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

#### **IX. Waiver**

The City of Saint Charles reserves the right to reject any or all bids.

The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

## **X. Termination of Contract**

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving 30 days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

## **XI. Method of Award**

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

The City of Saint Charles would prefer to contract with one Bidder for all needs, but reserves the right to award individual items to multiple Bidders. Therefore, Bidders may bid on one or more of the items specified. It is not necessary to bid on all items specified.

## **XII. Indemnification**

Bidder shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this Invitation for Bid.

## **XIII. Additional Information**

All goods/services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected.

Bidder shall clearly identify any deviations from the specifications in this IFB.

Bids are subject to the terms and conditions of this IFB, and the attached specifications for the purchase and installation of the requested goods/services. Bids must be submitted on all attached forms. Failure to do so will be considered basis for rejection.

## **XIV. Response Material Ownership**

All responses, inquiries or correspondence relating to, or in reference to, this IFB, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the Bidders shall become the property of the City when received. The City shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this IFB. Selection or rejection of a bid shall not affect these rights.

**XV. Proprietary Information**

All material submitted in response to this IFB will become public record and will be subject to inspection after a contract is executed or all bids are rejected. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include legal justification as to why the document is a closed record pursuant to the Missouri Open Records Law, Chapter 610 R.S.Mo. for the request and approval by the Purchasing Manager. The total bid, cost or pricing information will not be considered proprietary.

**XVI. Delivery**

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

**XVII. Payment Terms**

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

**XVIII. Buy American Policy**

On October 22, 1987, the City of Saint Charles enacted Ordinance No. 87-205 and adopted a "Buy American" policy that is codified as Code Section 145.080.B, which states: The City encourages the purchase of products manufactured, assembled or produced in the United States.

**XIX. Submission of Bids and Supplemental Materials**

Bids shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the Purchasing Office. Submission or distribution by the Bidder of unsolicited supplemental materials to City employees or Officials may result in rejection of the bid.

**XX. Withdrawal of Bids**

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

**XXI. Discrimination Policy**

The City advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

**XXII. Non-Appropriation**

Notwithstanding other terms to the contrary, the obligation of the City under the contract awarded to the transportation company shall cease immediately for a fiscal year in which the City Council does not, for any reason, appropriate funds for the contract or any of its renewals.

**XXIII. No Other Interested Parties**

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

**XXIV. Form of Contract**

The Bidder shall enter into a contract that includes all of the representations and information submitted with the bid. This IFB document shall become an integral part of the contract between the City and the Bidder.

**BID FORM**

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

In compliance with this Invitation for Bid Number 4825 and to all the conditions imposed herein, the undersigned offers and agrees to provide and deliver Sodium Hypochlorite to the City's Water Division in accordance with the specifications attached herein at the following price(s):

Product Description	Estimated Quantity	Price per Gallon	Total Bid Price
Sodium Hypochlorite (2026)	70,000 Gallons	\$ 1.61/gallon	\$ 112,700.00
<b>Renewal Pricing (City Options)</b>			
Sodium Hypochlorite (2027)	70,000 Gallons	\$ NO BID	\$
Sodium Hypochlorite (2028)	70,000 Gallons	\$ NO BID	\$
Delivered Package Quantity:	full truckload approximately 4,261 gallons		
Minimum Order Requirements, if any:	2,477 gallons		

**\*\* All prices above are FOB Destination: City of St. Charles. By signing, Bidder understands and agrees that all shipping, handling, fuel surcharges, etc. are included in prices above.**

Indicate form of proposer:

Sole Proprietor

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

Partnership

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

Other: \_\_\_\_\_

Full Legal Name of Proposer: Hawkins Inc.

Street Address: 2381 Rosegate

City/State/Zip Code: Roseville MN 55113

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

Last 4 Digits of FEIN or SSN: 41-0771293

Telephone: (612) 331-6910

Name: Dan Louismet Title: Secretary, General Counsel

Signature:  Date: 1/29/2026

Email Address: bids@hawkinsinc.com

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS  
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), "No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

"Business Entity" is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

---

**Required Affidavit for Contracts Over \$5,000 (US) – Effective January 1, 2009**, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

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

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

**Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memorandum of Understanding (MOU)).**

---

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

Rev. 1/30/09

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.**

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

STATE OF Minnesota )  
 )ss  
COUNTY OF Ramsey )

Before me, the undersigned Notary Public, Dan Louismet (Name)  
personally appeared who is General Counsel (Title) of  
Hawkins Inc. (Company Name), and after being sworn did depose  
and say:

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

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

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

[Signature]  
Signature (Person with Authority)

Dan Louismet  
Printed Name

Secretary, General Counsel  
Title

1/29/2026  
Date

Subscribed and sworn to before me this 29th day of January 2026 (Month, Year).

My commission expires:  
January 31, 2027

[Signature] 1/29/26  
Signature of Notary Date



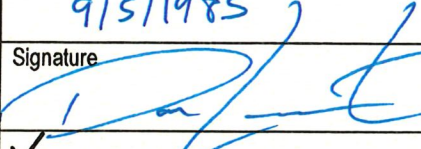
### PROOF OF LAWFUL PRESENCE - 208.009 RSMo

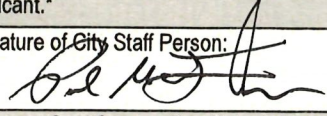
Those contracting with the City of Saint Charles are considered applicants for "public benefit" and therefore must provide affirmative proof that the applicant is lawfully present in the United States. *Public benefit* is defined as any grant, contract, or loan provided by a local government.

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

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

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

Business Name: <b>Hawkins Inc.</b>			
Last Name <b>Louismet</b>	First <b>Dan</b>	Initial	Maiden Name
Address (Street Name & Number) <b>2381 Rosegate</b>			
		MN	55113
City <b>Roseville</b>		State	Zip Code
Date of Birth (MM/DD/YYYY) <b>9/5/1985</b>		(Check all that apply to signer and company): <input checked="" type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify to Hire New Employees <input type="checkbox"/> All Employees are authorized to work in U.S.	
Signature 			
<input checked="" type="checkbox"/> I have attached documentation <input type="checkbox"/> I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

<b>CITY STAFF</b> - Record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits <u>and</u> attach a copy of the documentation.			
<b>A - MoDOR Accepted Documentation</b>	Or	<b>B - MO Driver's License</b>	Or
Document: _____		Missouri Driver's License <input type="checkbox"/>	Document: <u>MN DL</u>
Expiration: _____		Expiration: _____	Expiration: <u>09/05/2029</u>
<b>CERTIFICATION:</b> 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: <b>Paul Feldmann</b>	Date: <b>02/02/2026</b>
*NOTE TO CITY STAFF: If sufficient documentation was not presented, <b>do not sign</b> 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.			



**ADDENDUM NO. 1**

**RFP NO. 4825  
SODIUM HYPOCHLORITE FOR WATER DIVISION**

**JANUARY 22, 2026**

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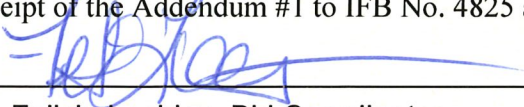
This addendum forms a part of the IFB Documents and modifies previously issued documents. Acknowledgment of this addendum is required with proposal submission. Failure to return this signed document will result in rejection of proposal.

---

- This Addendum provides responses to all questions submitted.

	<b>Question</b>	<b>Answer</b>
<b>1</b>	What is the delivery size for Sodium Hypochlorite?	Our typical order is 4500 Gallons , we can accept larger amounts (say 5000 gallons) since our Bulk storage is 7400 gallons, but this would require a very defined delivery window because the lower we run our tank the less time we have if a delivery is delayed. During full production we use between 175gal/day to 250gal/day.

We, the undersigned, acknowledge the receipt of the Addendum #1 to IFB No. 4825 as dated.

By:   
 Title: Felicia Lashley, Bid Coordinator  
 Company Name: Hawkins Inc  
 Date: January 30, 2026

Please contact the Purchasing Office with any additional questions or concerns.

Paul Feldmann, Purchasing Manager  
City of St. Charles  
[paul.feldmann@stcharlescitymo.gov](mailto:paul.feldmann@stcharlescitymo.gov)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	<b>CONTACT NAME:</b> Centralized Accounts Servicing Team <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> CAST@marshmma.com														
<b>INSURED</b> Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : NAUTILUS INSURANCE COMPANY</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B : Aspen Speciality Insurance Company</td> <td style="text-align: center;">10717</td> </tr> <tr> <td>INSURER C : Great Divide Insurance Company</td> <td style="text-align: center;">25224</td> </tr> <tr> <td>INSURER D : American Casualty Company of R</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER E : Transportation Insurance Compa</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NAUTILUS INSURANCE COMPANY	17370	INSURER B : Aspen Speciality Insurance Company	10717	INSURER C : Great Divide Insurance Company	25224	INSURER D : American Casualty Company of R	20427	INSURER E : Transportation Insurance Compa	20494	INSURER F :	
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INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 568452700** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLP2033069-15	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 99 48			BAP2033068-16	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 50,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX2033070-15	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D D E E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7040063527 7040063575 7040086306 7040086323	9/30/2025 9/30/2025 9/30/2025 9/30/2025	9/30/2026 9/30/2026 9/30/2026 9/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Pollution Liability (Primary) Pollution Liability (Excess)			SSP201587913 EXAFVXW24	9/30/2024 9/30/2024	9/30/2027 9/30/2027	Total Limit with primary and excess \$25,000,000 Occ \$25,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Proof of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**Hawkins Inc**

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  
 Individual/sole proprietor     C corporation     S corporation     Partnership     Trust/estate  
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) \_\_\_\_\_  
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
 Other (see instructions) \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the United States.)*

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions \_\_\_\_\_

**5** Address (number, street, and apt. or suite no.). See instructions.  
**2381 Rosegate**

**6** City, state, and ZIP code  
**Roseville, MN 55113**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	1	-	0	7	7	1	2	9	3
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person 

Date **01/30/2026**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

[MY ACCOUNT](#)

[HOME](#)

[SEARCH](#)

[MISC INFO](#)

[UCC FILING](#)

[Help](#)

### Gen. Business - For Profit Details as of 1/29/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

**To terminate an entity two documents are required:**

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

[RETURN TO SEARCH RESULTS](#)

Create Filing

[FILE ONLINE](#)

Amended Articles Accepting Professional Corporation Law (Cc

[ORDER COPIES/ CERTIFICATES](#)

General Information	Filings	Principal Office Address		
Name(s)	<b>Hawkins Water Treatment Group, Inc.</b>	Principal Office Address	<b>2381 Rosegate</b>	<b>Roseville, MN 55113-2625</b>
Type	<b>Gen. Business - For Profit</b>	Charter No.	<b>F00861949</b>	
Domesticity	<b>Foreign</b>	Home State	<b>MN</b>	
Registered Agent	<b><a href="#">NATIONAL REGISTERED AGENTS, INC.</a></b> 5661 Telegraph Rd Ste 4B Saint Louis, MO 63129-4275	Status	<b>Good Standing</b>	
Date Formed	<b>12/13/2007</b>			
Duration	<b>Perpetual</b>			
Report Due	<b>3/31/2026</b>			

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.



Company ID Number: 1650052

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Hawkins Inc (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



**Company ID Number:** 1650052

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

**Approved by:**

<b>Web Services Employer</b>	
Hawkins Inc	
<b>Name (Please Type or Print)</b> Cari S Skarstad	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/04/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/09/2021



# SAFETY DATA SHEET

**Issue Date:** 24-Apr-2012

**Revision Date:** 19-Nov-2024

**Version** 2.01

## 1. Identification

### Product identifier

**Product Name:** VERTEX CSS-12 9616-7

### Other means of identification

**Product Code:** 37755

**Synonyms:** Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach ; Sodium oxychloride; Sodium chloride oxide

**UN/ID No:** UN1791

### Recommended use of the chemical and restrictions on use

**Recommended Use:** Industrial, Manufacturing or Laboratory use.

**Restrictions on Use:** None known

### Details of the supplier of the safety data sheet

**Manufacturer:** Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
(612) 331-6910

### Emergency telephone number

**Emergency Telephone:** CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

## 2. Hazard(s) identification

### Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Skin corrosion/irritation	Category 1 Sub-category B
Serious eye damage/eye irritation	Category 1
Specific target organ toxicity (single exposure)	Category 3
Corrosive to metals	Category 1

### Hazards not otherwise classified (HNOC)

Not applicable

### Label elements

**Signal word:** Danger

### Hazard statements:

Causes severe skin burns and eye damage

May cause respiratory irritation

May be corrosive to metals

**Precautionary Statements - Prevention:**

Do not breathe dusts or mists  
 Wash face, hands and any exposed skin thoroughly after handling  
 Wear protective gloves/protective clothing/eye protection/face protection  
 Use only outdoors or in a well-ventilated area  
 Keep only in original container

**Precautionary Statements - Response:**

Immediately call a POISON CENTER or doctor  
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing  
 Immediately call a POISON CENTER or doctor  
 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower  
 Wash contaminated clothing before reuse  
 IF INHALED: Remove person to fresh air and keep comfortable for breathing  
 Immediately call a POISON CENTER or doctor  
 IF SWALLOWED: Rinse mouth. DO NOT induce vomiting  
 Absorb spillage to prevent material damage

**Precautionary Statements - Storage:**

Store locked up  
 Store in a well-ventilated place. Keep container tightly closed  
 Store in corrosion resistant container with a resistant inner liner

**Precautionary Statements - Disposal:**

Dispose of contents/container to an approved waste disposal plant

**Unknown Acute toxicity:** Not applicable

**Other Information**

Not applicable

### 3. Composition/information on ingredients

Chemical name	CAS No	Weight-%
Sodium hypochlorite	7681-52-9	13-16
Sodium chloride	7647-14-5	11
Sodium Hydroxide	1310-73-2	<1
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

### 4. First-aid measures

**Description of first aid measures****General advice**

Show this safety data sheet to the doctor in attendance. Immediate medical attention is required.

**Inhalation**

Remove to fresh air. If breathing has stopped, give artificial respiration. Get medical attention immediately. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way

	valve or other proper respiratory medical device. If breathing is difficult, (trained personnel should) give oxygen. Delayed pulmonary edema may occur. Get immediate medical advice/attention. May cause asthma-like (reactive airways) symptoms.
<b>Eye contact</b>	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Keep eye wide open while rinsing. Do not rub affected area. Get immediate medical advice/attention. Do not attempt to neutralize with chemical agents. Oils and ointments should not be used at this time.
<b>Skin contact</b>	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Get immediate medical advice/attention. Irritation may follow an initial latency which may vary by hours for dilute solutions to minutes for more concentrated solutions. If skin feels slippery, the product may be still present in sufficient quantities to cause rash or burn. Continue washing skin until slick feeling is gone. Discard footwear that cannot be decontaminated and any leather articles.
<b>Ingestion</b>	Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Do NOT induce vomiting. Get immediate medical advice/attention. If vomiting occurs spontaneously, keep head below hips to prevent aspiration. Damage may appear days after exposure. Do not attempt to neutralize.
<b>Self-protection of the first aider</b>	Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8). Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation.

**Most important symptoms and effects, both acute and delayed**

**Symptoms** Redness. Burning. May cause blindness. Coughing and/ or wheezing.

**Indication of any immediate medical attention and special treatment needed**

**Note to physicians** Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxia from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure.

**5. Fire-fighting measures**

<b>Suitable Extinguishing Media</b>	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
<b>Large Fire</b>	CAUTION: Use of water spray when fighting fire may be inefficient.
<b>Unsuitable extinguishing media</b>	Do not scatter spilled material with high pressure water streams.
<b>Specific hazards arising from the chemical</b>	The product causes burns of eyes, skin and mucous membranes. Thermal decomposition can lead to release of irritating gases and vapors. Containers may explode when heated. Cool containers with flooding quantities of water until well after fire is out. Do not allow run-off from fire-fighting to enter drains or water courses.
<b>Hazardous combustion products</b>	Sodium oxides. Hydrogen chloride (HCl). Disodium oxide. Chlorine. On decomposition product releases oxygen which may intensify fire.
<b>Explosion Data</b>	
<b>Sensitivity to mechanical impact</b>	None.
<b>Sensitivity to static discharge</b>	None.
<b>Special protective equipment for fire-fighters</b>	Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment. In the event of fire and/or explosion do not breathe fumes. Overexposure to toxic decomposition products may cause a health hazard.

**6. Accidental release measures**

**Personal precautions, protective equipment and emergency procedures**

**Personal precautions** Avoid contact with skin, eyes or clothing. Ensure adequate ventilation. Use personal protective equipment as required. Corrosive material. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak.

**Other information** Refer to protective measures listed in Sections 7 and 8.

**Methods and material for containment and cleaning up**

**Methods for containment** Prevent further leakage or spillage if safe to do so. Suppress vapors with water spray. Keep out of drains, sewers, ditches and waterways.

**Methods for cleaning up** Dike far ahead of liquid spill for later disposal. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Flush area with flooding quantities of water. Do not attempt to neutralize or mix with other cleaning agents. Clean contaminated surface thoroughly.

**7. Handling and storage**

**Precautions for safe handling**

**Advice on safe handling** Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. In case of insufficient ventilation, wear suitable respiratory equipment. Handle product only in closed system or provide appropriate exhaust ventilation. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash before reuse. When diluting, always add the product to water. Never add water to the product.

**Conditions for safe storage, including any incompatibilities**

**Storage Conditions** Keep containers tightly closed in a dry, cool and well-ventilated place. Protect from moisture. Store locked up. Keep out of the reach of children. Store away from other materials. Do not freeze. Do not contaminate food or feed stuffs.

**Incompatible Materials** Oxidizing agent. Acids. Bases. Amines. Reducing agent. Metals. Ammonia. Organic material. Cleaner, detergents/soaps. Peroxides.

**8. Exposure controls/personal protection**

**Control parameters**

**Exposure Limits** The following ingredients are the only ingredients of the product above the cut-off level (or level that contributes to the hazard classification of the mixture) which have an exposure limit applicable in the region for which this safety data sheet is intended or other recommended limit. At this time, the other relevant constituents have no known exposure limits from the sources listed here.

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Sodium Hydroxide 1310-73-2	Ceiling: 2 mg/m <sup>3</sup>	TWA: 2 mg/m <sup>3</sup> (vacated) Ceiling: 2 mg/m <sup>3</sup>	IDLH: 10 mg/m <sup>3</sup> Ceiling: 2 mg/m <sup>3</sup>

**Exposure Guidelines** Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

**Appropriate engineering controls**

**Engineering controls** Showers  
Eyewash stations  
Ventilation systems.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** Face protection shield. Tight sealing safety goggles.

<b>Hand protection</b>	Wear suitable gloves. Impervious gloves.
<b>Skin and body protection</b>	Wear suitable protective clothing. Long sleeved clothing. Chemical resistant apron. Product can react with various fabrics usually increasing with concentrations. Reactions vary significantly depending on strength of chemical, material, fabric treatment and dye color.
<b>Respiratory protection</b>	No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced and ventilation is insufficient, a suitable respirator or evacuation may be required.
<b>Environmental exposure controls</b>	Do not allow into any sewer, on the ground or into any body of water. Local authorities should be advised if significant spillages cannot be contained.
<b>General hygiene considerations</b>	Wear suitable gloves and eye/face protection. Do not eat, drink or smoke when using this product. Regular cleaning of equipment, work area and clothing is recommended. Avoid contact with skin, eyes or clothing. Remove and wash contaminated clothing and gloves, including the inside, before re-use. Contaminated work clothing should not be allowed out of the workplace. Wash hands before breaks and immediately after handling the product.

## 9. Physical and chemical properties

### Information on basic physical and chemical properties

<b>Physical State:</b>	Liquid
<b>Appearance:</b>	Clear
<b>Color:</b>	Yellow
<b>Odor:</b>	Pungent Chlorine
<b>Odor Threshold:</b>	No information available
<b>pH:</b>	No information available
<b>Salt Out Point:</b>	No information available
<b>Melting Point/Freezing Point:</b>	-24 °C / -12 °F
<b>Boiling Point/Boiling Range:</b>	No information available
<b>Flash Point:</b>	No information available
<b>Evaporation Rate (BuAc=1):</b>	No information available
<b>Flammability (solid, gas):</b>	No information available
<b>Flammability Limits in Air:</b>	No information available
<b>Vapor Pressure (mm Hg):</b>	No information available
<b>Vapor density (Air =1):</b>	No information available
<b>Specific Gravity (H<sub>2</sub>O=1):</b>	No information available
<b>Water Solubility:</b>	100% Complete
<b>Solubility(ies):</b>	No information available
<b>Partition Coefficient (n-octanol/water):</b>	No information available
<b>Autoignition Temperature:</b>	No information available
<b>Decomposition Temperature:</b>	No information available
<b>Kinematic Viscosity:</b>	No information available
<b>Dynamic Viscosity:</b>	No information available
<b>Other information</b>	
<b>Explosive properties</b>	No information available
<b>Oxidizing properties</b>	No information available
<b>Molecular Weight:</b>	74.45

## 10. Stability and reactivity

<b>Reactivity</b>	Contact with most metals will generate flammable hydrogen gas. Contact with acids liberates toxic gas. May react with oxidizing agents. Violent reactions may occur with some organic compounds. Reacts readily with various reducing sugars to produce carbon monoxide.
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<b>Chemical stability</b>	Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Sodium hypochlorite becomes less toxic with age.
<b>Possibility of hazardous reactions</b>	Contact with water generates heat. Heating causes rise in pressure with risk of bursting. Reacts with acids by giving off heat. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Contact with acids, halogenated organics, organic nitro compounds, glycols, or sodium tetrahydroborate may produce flammable gas. Contact with 1,2-dichloroethylene, trichloroethylene, tetrachloroethane or phosphorous can form spontaneously flammable chemicals.
<b>Conditions to avoid</b>	Exposure to air or moisture over prolonged periods. Extremes of temperature and direct sunlight.
<b>Incompatible Materials</b>	Oxidizing agent. Acids. Bases. Amines. Reducing agent. Metals. Ammonia. Organic material. Cleaner, detergents/soaps. Peroxides.
<b>Hazardous decomposition products</b>	Thermal decomposition can lead to release of irritating and toxic gases and vapors. Sodium oxides. Disodium oxides. Hydrogen chloride (HCl). Oxygen. Chlorine.

## 11. Toxicological information

### Information on likely routes of exposure

#### Product Information

##### Inhalation

Specific test data for the substance or mixture is not available. Corrosive by inhalation. (based on components). Inhalation of corrosive fumes/gases may cause coughing, choking, headache, dizziness, and weakness for several hours. Pulmonary edema may occur with tightness in the chest, shortness of breath, bluish skin, decreased blood pressure, and increased heart rate. Inhaled corrosive substances can lead to a toxic edema of the lungs. Pulmonary edema can be fatal.

##### Eye contact

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Corrosive to the eyes and may cause severe damage including blindness. Causes serious eye damage. May cause irreversible damage to eyes.

##### Skin contact

Specific test data for the substance or mixture is not available. Causes severe burns.

##### Ingestion

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Ingestion causes burns of the upper digestive and respiratory tracts. May cause severe burning pain in the mouth and stomach with vomiting and diarrhea of dark blood. Blood pressure may decrease. Brownish or yellowish stains may be seen around the mouth. Swelling of the throat may cause shortness of breath and choking. May cause lung damage if swallowed. May be fatal if swallowed and enters airways.

### Symptoms related to the physical, chemical and toxicological characteristics

**Symptoms** Redness. Burning. May cause blindness. Coughing and/ or wheezing.

### Numerical measures of toxicity

#### Acute Toxicity:

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral)	11,710.50 mg/kg
ATEmix (dermal)	38,048.10 mg/kg

#### Component Information

Chemical name	Oral LD <sub>50</sub> :	Dermal LD <sub>50</sub> :	LC <sub>50</sub> (Lethal Concentration):
Sodium hypochlorite 7681-52-9	= 8.91 g/kg ( Rat )	> 20000 mg/kg ( Rabbit )	> 10.5 mg/L ( Rat ) 1 h
Sodium chloride	= 3550 mg/kg ( Rat )	> 10000 mg/kg ( Rabbit )	> 42 mg/L ( Rat ) 1 h

7647-14-5			
Sodium Hydroxide 1310-73-2	= 325 mg/kg ( Rat )	= 1350 mg/kg ( Rabbit )	-
Water 7732-18-5	> 90 mL/kg ( Rat )	-	-

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

- Skin corrosion/irritation** Causes severe burns.
- Serious eye damage/eye irritation** Classification based on data available for ingredients. Causes burns. Risk of serious damage to eyes.
- Respiratory or skin sensitization** No information available.
- Germ cell mutagenicity** No information available.
- Carcinogenicity** See section 2 for classified hazards based on component information.

The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical name	ACGIH	IARC	NTP	OSHA
Sodium hypochlorite 7681-52-9	-	Group 3	-	-

**IARC (International Agency for Research on Cancer)**  
Group 3 - Not Classifiable as to Carcinogenicity in Humans

- Reproductive toxicity** No information available.
- STOT - single exposure** No information available.
- STOT - repeated exposure** No information available.
- Aspiration hazard** No information available.
- Other Adverse Effects:** No information available.

**12. Ecological information**

**Ecotoxicity** The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Sodium hypochlorite 7681-52-9	-	0.06 - 0.11 mg/L (LC50 96 h flow-through - Pimephales promelas) 4.5 - 7.6 mg/L (LC50 96 h static - Pimephales promelas) 0.4 - 0.8 mg/L (LC50 96 h static - Lepomis macrochirus) 0.28 - 1 mg/L (LC50 96 h flow-through - Lepomis macrochirus) 0.05 - 0.771 mg/L (LC50	-	0.033 - 0.044 mg/L (EC50 48 h Static - Daphnia magna)

		96 h flow-through - Oncorhynchus mykiss) 0.03 - 0.19 mg/L (LC50 96 h semi-static - Oncorhynchus mykiss) 0.18 - 0.22 mg/L (LC50 96 h static - Oncorhynchus mykiss)		
Sodium chloride 7647-14-5	-	5560 - 6080 mg/L (LC50 96 h flow-through - Lepomis macrochirus) 12946 mg/L (LC50 96 h static - Lepomis macrochirus) 6020 - 7070 mg/L (LC50 96 h static - Pimephales promelas) 7050 mg/L (LC50 96 h semi-static - Pimephales promelas) 6420 - 6700 mg/L (LC50 96 h static - Pimephales promelas) 4747 - 7824 mg/L (LC50 96 h flow-through - Oncorhynchus mykiss)	-	1000 mg/L (EC50 48 h - Daphnia magna) 340.7 - 469.2 mg/L (EC50 48 h Static - Daphnia magna)
Sodium Hydroxide 1310-73-2	-	45.4 mg/L (LC50 96 h static - Oncorhynchus mykiss)	-	-

**Persistence and Degradability:** No information available.

**Bioaccumulation:** There is no data for this product.

**Mobility:** No information available.

**Other Adverse Effects:** No information available.

**13. Disposal considerations**

Waste treatment methods

**Waste from residues/unused products** Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

**Contaminated packaging** Do not reuse empty containers.

**14. Transport information**

DOT

<b>UN/ID No</b>	UN1791
<b>Proper shipping name</b>	HYPOCHLORITE SOLUTIONS (SODIUM HYPOCHLORITE)
<b>Hazard Class</b>	8
<b>Packing Group</b>	III
<b>Description</b>	UN1791, HYPOCHLORITE SOLUTIONS (SODIUM HYPOCHLORITE), 8, PG III, MARINE POLLUTANT



**15. Regulatory information**

**International Inventories**

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Sodium Hydroxide 1310-73-2	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Sodium chloride 7647-14-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Sodium hypochlorite 7681-52-9	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory

**AICS** - Australian Inventory of Chemical Substances

**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List

**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

**ENCS** - Japan Existing and New Chemical Substances

**IECSC** - China Inventory of Existing Chemical Substances

**KECL** - Korean Existing and Evaluated Chemical Substances

**PICCS** - Philippines Inventory of Chemicals and Chemical Substances

**US Federal Regulations**

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

**SARA 311/312 Hazard Categories**

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

**CERCLA**

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	SARA Extremely Hazardous Substances TPQ
Sodium hypochlorite 7681-52-9	100 lb	-	
Sodium Hydroxide 1310-73-2	1000 lb	-	

**Clean Water Act (CWA)**

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous
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37755 - VERTEX CSS-12 9616-7

Revision Date: 19-Nov-2024

	Quantities			Substances
Sodium hypochlorite 7681-52-9	100 lb	-	-	X
Sodium Hydroxide 1310-73-2	1000 lb	-	-	X

**OSHA - Process Safety Management - Highly Hazardous Chemicals**

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

**Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)**

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

**16. Other information****NSF/ANSI/CAN 60 Certification**

Certified to  
NSF/ANSI/CAN 60

**Maximum Use (mg/L unless  
otherwise indicated):** 40

**Prepared By:** HSE Department  
**Issue Date:** 24-Apr-2012  
**Revision Date:** 19-Nov-2024  
**Revision Note:** SDS sections updated. 16.

**Disclaimer:**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**End of Safety Data Sheet**

# VERTEX CSS-12®

A SODIUM HYPOCHLORITE SOLUTION FOR SANITIZATION IN THE DAIRY, FOOD PROCESSING, FOOD SERVICE, AND WATER TREATMENT INDUSTRIES  
POOL SHOCK AND ALGAE CONTROL IN SWIMMING POOLS, WATER TREATMENT, PUBLIC WATER SUPPLIES AND WASTE WATER SYSTEMS.

**ACTIVE INGREDIENT:**

SODIUM HYPOCHLORITE.....	12.5%
OTHER INGREDIENTS.....	87.5%
<b>TOTAL.....</b>	<b>100.0%</b>

UN1791, Hypochlorite Solution, 8 Corrosive Material, PGIII

**KEEP OUT OF REACH OF CHILDREN**

**DANGER**

**ACCEPTED**

12/09/2014

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 9616-7

**FIRST AID STATEMENT**

If in eyes:

- Hold eye open and rinse slowly and gently with water for 15-20 minutes.
- Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
- Call a poison control center or doctor for further treatment advice.

If on skin or clothing:

- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15-20 minutes.
- Call a poison control center or doctor for further treatment advice.

If inhaled:

- Move person to fresh air.
- If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth if possible.
- Call a poison control center or doctor for further treatment advice.

If swallowed:

- Call a poison control center or doctor immediately for further treatment advice.
- Have person sip a glass of water if able to swallow.
- Do not induce vomiting unless told to do so by poison control center or doctor.
- Do not give anything by mouth to an unconscious person.

**HOT LINE NUMBER**

Have the product container or label with you when calling a poison center or doctor, or going for treatment. Contact 1-800-222-1222 for emergency medical treatment information.

**NOTE TO PHYSICIAN:** Probable mucosal damage may contraindicate the use of gastric lavage.

See Back Panel for Additional Precautionary Statements.

Transport upright never in passenger area. Protect rugs or upholstery.

**CONTENTS: 1 GALLON (3.78L), 96 FL. OZ., 2.5 GALLONS (9.46L), 3 GALLONS, 4 GALLONS (15.14L), 5 GALLONS (18.92L), 15 GALLON (56.77L), 30 GALLON (189.25L), 55 GALLON (208.17L), 220 GALLON, 250 GALLON, 275 GALLON, 300 GALLON, 320 GALLON, 330 GALLON**

EPA REG. NO 9616-7

EPA EST. 9616-IL-1;IA-1;TN-1

3/20

# PRECAUTIONARY STATEMENTS

**HAZARDS TO HUMANS AND DOMESTIC ANIMALS: DANGER:** Corrosive, may cause severe skin and eye irritation or chemical burns to broken skin. Causes eye damage. Do not get in eyes, on skin or clothing. Wear safety glasses or goggles and rubber gloves when handling this product. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. Avoid breathing vapors. Vacate poorly ventilated areas as soon as possible. Do not return until odors have dissipated.  
**PHYSICAL AND CHEMICAL HAZARDS: STRONG OXIDIZING AGENT:** Mix only with water according to label directions. Mixing this product with chemicals (e.g. ammonia, acids, detergents, etc.) or organic matter (e.g. urine, feces, etc.) will release chlorine gas irritating to eyes, lungs, and mucous membranes.  
**ENVIRONMENTAL HAZARDS:** This product is toxic to fish and aquatic organisms. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

# DIRECTIONS FOR USE

It is a violation of federal law to use this product in a manner inconsistent with its labeling.

**NOTE:** This product degrades with age. Use a chlorine test kit and increase dosage, as necessary, to obtain the required level of available chlorine.

## STORAGE AND DISPOSAL:

**Do not contaminate water; food or feed by storage, disposal or cleaning of equipment.**  
**VERTEX CSS-12 STORAGE:** Store this product in a cool dry area, away from direct sunlight and heat to avoid deterioration. In case of spill, flood areas with large quantities of water. Product or rinsates that cannot be used should be diluted with water before disposal in a sanitary sewer, in accordance with state & local regulations. **VERTEX CSS-12 DISPOSAL:** To avoid wastes, use all material in this container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local governments or by industry).

**CONTAINER HANDLING: (HOUSEHOLD & RESIDENTIAL USE LABELS)** (marketing label will include only applicable container handling instructions) **NONREFILLABLE CONTAINER--DO NOT REUSE OR REFILL THIS CONTAINER.** Securely wrap original container in several layers of newspaper and discard in trash or offer for recycling if available. **DO NOT PUNCTURE CONTAINER!**

**CONTAINER HANDLING: (ALL OTHER LABELS)** (marketing label will include only applicable container handling instructions) (When check-off box format is used on label, filler will mark appropriate box.)

- NONREFILLABLE CONTAINER--DO NOT REUSE OR REFILL THIS CONTAINER.** Clean container promptly after emptying. To clean container: fill container 1/4 full with water. Replace the closure or plug the opening of the container. Rotate the container, making sure to rinse all surfaces. Turn the container upside down. Add the rinsate to the application equipment or mix tank or store rinsate for later use or disposal. Allow 30 seconds for rinsate to drain. Repeat this procedure two more times.
- REFILLABLE CONTAINER--Refill this container with VERTEX CSS-12 only.** Do not reuse this container for any other purpose. Clean container promptly after emptying. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean container: fill container 1/4 full with water. Replace the closure or plug the opening of the container. Rotate the container, making sure to rinse all surfaces. Turn the container upside down. Add the rinsate to the application equipment or mix tank or store rinsate for later use or disposal. Allow 30 seconds for rinsate to drain. Repeat this procedure two more times. Offer container for recycling if available or dispose of in a sanitary landfill, or by other procedure allowed by state & local authorities.

**DAIRY FARMS -** Use 200 ppm solution of VERTEX CSS-12. See Table of Proportions and Instruction Sheet.

**FARM PREMISES -** See Instruction Sheet.  
**FOOD AND DAIRY -** After cleaning & potable water rinse, and before use, sanitize all nonporous surfaces with 200 ppm VERTEX CSS-12 for two minutes. For all porous surfaces clean all surfaces in the normal manner. Rinse all surfaces thoroughly with the 600 ppm solution maintaining contact for at least two minutes. Prepare a 200 ppm sanitizing solution. Prior to using equipment, rinse all surfaces with a 200 ppm available chlorine solution. Do not rinse. See Table of Proportions. Surfaces must be adequately drained prior to contact with food. Allow to air dry. See Instruction Sheet. For mold control of nonporous surfaces a spray/rinse of 200 ppm is recommended. See Instruction Sheet. See Table of Proportions.

**RESTAURANTS AND TAVERNS -** After washing with dishwashing detergent and rinsing with potable water, immerse utensils in 200 ppm solution of VERTEX CSS-12 for at least 2 minutes. Allow utensils to air dry. See Instruction Sheet.  
**MACHINE DISHWASHING TERMINAL RINSE SANITATION -** As a terminal sanitizing rinse for precleaned food utensils, adjust automatic dispensing equipment to provide a use solution of 100 to 200 ppm available chlorine according to requirements of Public Health Authorities. Use solution should be tested frequently with a suitable chlorine test kit to ascertain that the rinsate strength does not fall below 50 ppm. In the absence of a test kit a starting concentration of 200 ppm should be used. See Table of Proportions. See Instruction Sheet.

**BOTTLES -** After cleaning with potable water and immediately before filling, sanitize precleaned bottles with a 100 ppm available chlorine solution for two minutes (see Table of Proportions). In the absence of a test kit to measure available chlorine to determine if rinsate has fallen below 50 ppm during use, a starting concentration of 200 ppm should be used. Allow thorough draining and air dry. See Instruction Sheet.

**EGG WASHING -** Use a 240 ppm solution of VERTEX CSS-12. See Instruction Sheet. See Table of Proportions.  
**EGG SANITIZING -** Use a 200 ppm solution of VERTEX CSS-12. See Instruction Sheet. See Table of Proportions.  
**EGG DESTAINING -** Use a 250 ppm solution of VERTEX CSS-12. See Instruction Sheet. See Table of Proportions.  
**FRUIT AND VEGETABLE WASHING -** Pre-rinse fruits and vegetables with water to remove soil materials and then thoroughly clean in a wash tank. Soak or spray fruits and vegetables with a 25 ppm chlorine solution. See Table of Proportions. See Instruction Sheet.

**COOLING TOWER / CONDENSER WATER -** See Instruction Sheet.

**SWIMMING POOL WATER DISINFECTION - (SHOCK TREATMENT)-**For a new pool or spring start-up, superchlorinate to yield 5 to 10 ppm available chlorine by weight. Check the level of available chlorine with a test kit. Adjust and maintain pool water pH to between 7.2 and 7.6. Adjust and maintain the alkalinity of the pool to between 50 to 100 ppm. (See Table of Proportions)

**(POOL MAINTENANCE)** To maintain the pool, add manually or by a feeder device to yield an available chlorine residual between 0.6 to 1.0 ppm by weight. Test the pH, available chlorine residual and alkalinity of the water frequently with appropriate test kits. Frequency of water treatment will depend upon temperature and number of swimmers. (See Table of Proportions)

Every 7 days, or as necessary, superchlorinate the pool to yield 5 to 10 ppm available chlorine by weight. Check the level of available chlorine with a test kit. Do not reenter pool until the chlorine residual is between 1.0 to 4.0 ppm. Re-entry into treated pools is prohibited above levels of 4 ppm due to risk of bodily harm. (See Table of Proportions)  
**WINTERIZING POOLS -** While water is still clear & clean, obtain whole filter is running a 3 ppm available chlorine residual, as determined by a suitable test kit. Cover pool, prepare heater, filter and heater components for winter by following manufacturers' instructions. (See Table of Proportions)

**SPAS, HOT TUBS, IMMERSION TANKS, ETC. -** See Instruction Sheet.  
**HUBBARD AND IMMERSION TANKS, ETC. -** See Instruction Sheet.  
**HYDRO THERAPY TANKS -** See Instruction Sheet.

**SEWAGE AND WASTEWATER EFFLUENT TREATMENT -** See Instruction Sheet.  
**SEWAGE AND WASTEWATER TREATMENT -** See Instruction Sheet.  
**DISINFECTION OF DRINKING WATER -** (Emergency/Public/Individual Systems). See Instruction Sheet.  
**PUBLIC WATER SYSTEMS -** See Instruction Sheet.

**EMERGENCY DISINFECTION AFTER FLOODS -** See Instruction Sheet.  
**EMERGENCY DISINFECTION AFTER FIRES -** See Instruction Sheet.  
**EMERGENCY DISINFECTION AFTER DROUGHTS -** See Instruction Sheet.  
**EMERGENCY DISINFECTION AFTER MAIN BREAKS -** See Instruction Sheet.

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(Proportions are only provided on the marketing label for those use sites that are used and include the requested ppm level)

TABLE OF PROPORTIONS - AVAILABLE CHLORINE TABLE OF PROPORTIONS - AVAILABLE CHLORINE

- 25 ppm - 22 fluid ounces per 1000 gallons water
- 35 ppm - 31 fluid ounces per 1000 gallons water
- 50.0 ppm - 45 fluid ounces per 1000 gallons water
- 100.0 ppm - 1 fluid ounce per 10 gallons water
- 100 ppm - 89 fluid ounces per 1000 gallons water
- 200 ppm - 1 fluid ounce per 5 gallons water
- 200 ppm - 178 fluid ounces per 1000 gallons water
- 240 ppm - 213 fluid ounces per 1000 gallons water
- 250 ppm - 222 fluid ounces per 1000 gallons water
- 500 ppm - 5 fluid ounces per 10 gallons water
- 600 ppm - 532 fluid ounces per 1000 gallons water
- 800 ppm - 4 fluid ounces per 5 gallons water
- 800 ppm - 710 fluid ounces per 1000 gallons water
- 1000 ppm - 5 fluid ounces per 5 gallons water
- 1000 ppm - 888 fluid ounces per 1000 gallons water
- 5000 ppm - 22 fluid ounces per 5 gallons water
- 10000 ppm - 45 fluid ounces per 5 gallons water

Do not apply this product through any type of irrigation system. This product is authorized by USDA for use in Federally inspected meat and poultry plants.

BATCH CODE:

STATE AND LOCAL REGULATIONS - consult your dealer, state or local health authorities for additional information. Manufactured By VERTEX CHEMICAL CORPORATION, St. Louis, MO 63131

**INSTRUCTIONS FOR APPLICATION OF VERTEX CSS-12**

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**SWIMMING POOL WATER DISINFECTION**

(SHOCK TREATMENT:) For a new pool or spring start-up, superchlorinate (see table of proportions) to yield 5 to 10 ppm available chlorine by weight. Check the level of available chlorine with a test kit. Adjust and maintain pool water pH to between 7.2 to 7.6. Adjust and maintain the alkalinity of the pool to between 50 to 100 ppm.

(POOL MAINTENANCE:) To maintain the pool, add manually or by a feeder device (see table of proportions) to yield an available chlorine residual between 0.6 to 1.0 ppm by weight. Stabilized pools should maintain a residual of 1.0 to 1.5 ppm available chlorine. Test the pH, available chlorine residual and alkalinity of the water frequently with appropriate test kits. Frequency of water treatment will depend upon temperature and number of swimmers.

Every 7 days, or as necessary, superchlorinate the pool (see table of proportions) to yield 5 to 10 ppm available chlorine by weight. Check the level of available chlorine with a test kit. Do not reenter pool until the chlorine residual is between 1.0 to 4.0 ppm. Re-entry into treated pools is prohibited above levels of 4 ppm due to risk of bodily harm.

At the end of the swimming pool season or when water is to be drained from the pool, chlorine must be allowed to dissipate from treated pool water before discharge. Do not chlorinate the pool within 24 hours prior to discharge.

**WINTERIZING POOLS** - While water is still clear & clean, while filter is running, obtain a 3 ppm available chlorine residual (see table of proportions), as determined by a suitable test kit. Cover pool, prepare heater, filter and heater components for winter by following manufacturers' instructions.

**SPAS, HOT-TUBS, IMMERSION TANKS, ETC.**

**SPAS/HOT-TUBS:** See table of proportions to obtain a free available chlorine concentration of 5 ppm, as determined by a suitable chlorine test kit. Adjust and maintain pool water pH to between 7.2 and 7.8. Some oils, lotions, fragrances, cleaners, etc., may cause foaming or cloudy water as well as reduce the efficiency of the product. To maintain the water, see table of proportions to maintain a chlorine concentration of 5 ppm.

After each use, see table of proportions and apply product to raise to 16 ppm available chlorine to control odor and algae. Do not enter spa or tub until chlorine concentration is back to 5 ppm. Re-entry into treated pools is prohibited above levels of 5 ppm due to risk of bodily harm.

During extended periods of disuse, see table of proportions and add VERTEX CSS-12 to maintain a 3 ppm chlorine concentration.

**HUBBARD & IMMERSION TANKS:** See table of proportions to obtain a chlorine residual of 25 ppm, as determined by a suitable test kit. Adjust and maintain the water pH to between 7.2 and 7.6. After each use drain the tank. Prepare a bucket of water with 1000 ppm solution (see table of proportions) and circulate this solution through the agitator of the tank for 15 minutes and then rinse out the solution. Clean tank thoroughly and dry with clean cloths.

**HYDROTHERAPY TANKS:** See table of proportions to obtain a chlorine residual of 1 ppm, as determined by a suitable chlorine test kit. Pool should not be entered until the chlorine residual is below 3 ppm. Adjust and maintain the water pH to between 7.2 and 7.6. Operate pool filter continuously. Drain pool weekly, and clean before refilling.

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## SANITIZING RINSE

**FOOD AND DAIRY PROCESSORS:** VERTEX CSS-12 may be used to sanitize all equipment, utensils, pipes, pans, tanks or flat surfaces which are hard nonporous and will not absorb sanitizer solution but which do come in contact with food products.

Use 200 ppm solution for two minutes for nonporous surfaces.

For effective sanitization, all surfaces must be wet thoroughly. Depending on equipment setup, immersion or flooding is best. A heavy spray is acceptable if properly applied to stationary equipment.

Gross food particles and soil must be removed by a pre-flush or pre-scrape as necessary prior to sanitizing.

Sanitizers for all surfaces not always requiring a rinse - Before using these compounds, food products and packaging materials must be removed from the room or carefully protected. A potable water rinse is not required following use of these compounds for sanitizing previously cleaned hard surfaces provided that the surfaces are adequately drained before contact with food so that little or no residue remains which can adulterate or have a deleterious effect on edible products. These compounds may be used for microbial control on ceilings, floors, and walls at concentrations considerably higher than those allowed for sanitizing food contact surfaces without a potable water rinse unless, in the opinion of the Inspector-In-Charge, such use may result in contamination of food products. A potable water rinse is required following use of these compounds under conditions other than those stated above. The compounds must always be used at dilutions (see table of proportions) and according to applicable directions provided on the EPA registered label.

Do not re-use solution. Provide fresh solution for each application.

**DAIRY FARMS, RESTAURANTS AND TAVERNS:** All equipment utensils, etc. to be sanitized must first be pre-scraped or pre-flushed, or if necessary pre-soaked in order to remove gross food particles, soil or other organic substances. A thorough washing with a compatible detergent is recommended, followed by potable water rinse prior to sanitization. Use 200 ppm solution for two minutes.

## SANITIZATION OF NONPOROUS FOOD CONTACT SURFACES

**RINSE METHOD:** A solution of 100 ppm available chlorine may be used in the sanitizing solution if a chlorine test kit is available. Solutions containing an initial concentration of 100 ppm available chlorine must be tested and adjusted periodically to insure that the available chlorine does not drop below 50 ppm. See table of proportions and prepare a 100 ppm solution. If no test kit is available, see table of proportions and prepare a sanitizing solution to provide approximately 200 ppm available chlorine by weight.

Clean equipment surfaces in the normal manner. Prior to use, rinse all surfaces thoroughly with the sanitizing solution, maintaining contact with the sanitizer for at least 2 minutes. If solution contains less than 50 ppm available chlorine, as determined by a suitable test kit, either discard the solution or add sufficient product to reestablish a 200 ppm residual. Do not rinse equipment with water after treatment and do not soak equipment overnight.

Sanitizers used in automated systems may be used for general cleaning but may not be re-used for sanitizing purposes.

**IMMERSION METHOD:** A solution of 100 ppm available chlorine (see table of proportions) may be used in the sanitizing solution if a chlorine test kit is available. Solutions containing an initial concentration of 100 ppm available chlorine must be tested and adjusted periodically to insure the available chlorine does not drop below 50 ppm. See table of proportions and prepare a 100 ppm sanitizing solution. If no test kit is available, see table of proportions and prepare 200 ppm available chlorine by weight.

Clean equipment in the normal manner. Prior to use, immerse equipment in the sanitizing solution for at least 2 minutes and allow the sanitizer to drain. If solution contains less than 50 ppm available chlorine, as determined by a suitable test kit, either discard the solution or add sufficient product to reestablish a 200 ppm residual. Do not rinse equipment with water after treatment.

Sanitizers used in automated systems may be used for general cleaning but may not be re-used for sanitizing purposes.

**FLOW/PRESSURE METHOD:** Disassemble equipment and thoroughly clean after use. Assemble equipment in operating position prior to use. Prepare a volume of a 200 ppm available chlorine sanitizing solution equal to 110% of volume capacity of the equipment. See table of proportions. Pump solution through the system until full flow is obtained at all extremities, the system is completely filled with the sanitizer and all air is removed from the system. Close drain valves and hold under pressure for at least 2 minutes to insure contact with all internal surfaces. Remove some cleaning solution from drain valve and test with a chlorine test kit. Repeat entire cleaning/sanitizing process if effluent contains less than 50 ppm available chlorine.

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## SANITIZATION OF NONPOROUS FOOD CONTACT SURFACES (cont'd)

**CLEAN-IN-PLACE METHOD:** Thoroughly clean equipment after use. See table of proportions to prepare a volume of a 200 ppm available chlorine sanitizing solution equal to 110% of volume capacity of the equipment. Pump solution through the system until full flow is obtained at all extremities, the system is completely filled with the sanitizer and all air is removed from the system. Close drain valves and hold under pressure for at least 10 minutes to insure contact with all internal surfaces. Remove some cleaning solution from drain valve and test with a chlorine test kit. Repeat entire cleaning/sanitizing process if effluent contains less than 50 ppm available chlorine.

**SPRAY/FOG METHOD:** Preclean all surfaces after use. Use a 200 ppm available chlorine solution to control bacteria, mold or fungi and a 600 ppm solution to control bacteriophage. Use spray or fogging equipment which can resist hypochlorite solutions. Always empty and rinse spray/fog equipment with potable water after use. Thoroughly spray or fog all surfaces until wet, allowing excess sanitizer to drain. Vacate area for at least 2 hours. Prior to using equipment, rinse all surfaces treated with a 600 ppm solution with a 200 ppm solution. (See table of proportions.)

## SANITIZATION OF POROUS FOOD CONTACT SURFACES

**RINSE METHOD:** See table of proportions and prepare a 600 ppm solution. Clean surfaces in the normal manner. Rinse all surfaces thoroughly with the 600 ppm solution, maintaining contact for at least 2 minutes. Prepare a 200 ppm sanitizing solution. (See table of proportions.) Prior to using equipment, rinse all surfaces with a 200 ppm available chlorine solution. Do not rinse and do not soak equipment overnight.

**IMMERSION METHOD:** See table of proportions and prepare a 600 ppm solution. Clean equipment in the normal manner. Immerse equipment in the 600 ppm solution for at least 2 minutes. Prepare a 200 ppm sanitizing solution (see table of proportions) of this product with 10 gallons of water. Prior to using equipment, immerse all surfaces in a 200 ppm available chlorine solution. Do not rinse and do not soak overnight.

**SPRAY/FOG METHOD:** Preclean all surfaces after use. See table of proportions and prepare a 600 ppm available chlorine sanitizing solution of sufficient size. Use spray or fogging equipment which can resist hypochlorite solutions. Always empty and rinse spray/fog equipment with potable water after use. Thoroughly spray or fog all surfaces until wet, allowing excess sanitizer to drain. Vacate area for at least 2 hours. Prior to using equipment, see table of proportions and rinse all surfaces with a 200 ppm available chlorine solution.

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## **SANITIZATION OF NONPOROUS NON-FOOD CONTACT SURFACES**

**RINSE METHOD:** See table of proportions and prepare a sanitizing solution to provide approximately 200 ppm available chlorine by weight. Clean equipment surfaces in the normal manner. Prior to use, rinse all surfaces thoroughly with the sanitizing solution, maintaining contact with the sanitizer for at least 2 minutes. Do not rinse equipment with water after treatment and do not soak equipment overnight.

**IMMERSION METHOD:** See table of proportions and prepare a sanitizing solution to provide approximately 200 ppm available chlorine by weight. Clean equipment in the normal manner. Prior to use, immerse equipment in the sanitizing solution for at least 2 minutes and allow the sanitizer to drain. Do not rinse equipment with water after treatment.

**SPRAY/FOG METHOD:** Pre-clean all surfaces after use. See table of proportions and prepare a 200 ppm available chlorine sanitizing solution of sufficient size. Use spray or fogging equipment which can resist hypochlorite solutions. Prior to using equipment, thoroughly spray or fog all surfaces until wet, allowing excess sanitizer to drain. Vacate area for at least 2 hours.

## **DISINFECTION OF NONPOROUS NON-FOOD CONTACT SURFACES**

**RINSE METHOD:** See table of proportions and prepare a disinfecting solution to provide approximately 600 ppm available chlorine by weight. Clean equipment surfaces in the normal manner. Prior to use, rinse all surfaces thoroughly with the disinfecting solution, maintaining contact with the solution for at least 10 minutes. Do not rinse equipment with water after treatment and do not soak equipment overnight.

**IMMERSION METHOD:** See table of proportions and prepare a disinfecting solution in an immersion tank to provide approximately 600 ppm available chlorine by weight. Clean equipment in the normal manner. Prior to use, immerse equipment in the disinfecting solution for at least 10 minutes and allow the sanitizer to drain. Do not rinse equipment with water after treatment.

## **SANITIZATION OF POROUS NON-FOOD CONTACT SURFACES**

**RINSE METHOD:** See table of proportions and prepare a sanitizing solution to provide approximately 600 ppm available chlorine by weight. Clean surfaces in the normal manner. Prior to use, rinse all surfaces thoroughly with the sanitizing solution, maintaining contact with the sanitizer for at least 2 minutes. Do not rinse equipment with water after treatment and do not soak equipment overnight.

**IMMERSION METHOD:** See table of proportions and prepare a sanitizing solution to provide approximately 600 ppm available chlorine by weight. Clean equipment in the normal manner. Prior to use, immerse equipment in the sanitizing solution for at least 2 minutes and allow the sanitizer to drain. Do not rinse equipment with water after treatment.

**SPRAY/FOG METHOD:** After cleaning, sanitize non-food contact surfaces with 600 ppm available chlorine, see table of proportions. Use spray or fogging equipment which can resist hypochlorite solutions. Always empty and rinse spray/fog equipment with potable water after use. Prior to using equipment, thoroughly spray or fog all surfaces until wet, allowing excess sanitizer to drain. Vacate area for at least 2 hours.

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## SEWAGE & WASTEWATER EFFLUENT TREATMENT

The disinfection of sewage effluent must be evaluated by determining the total number of coliform bacteria and/or fecal coliform bacteria, as determined by the Most Probable Number (MPN) procedure, of the chlorinated effluent has been reduced to or below the maximum permitted by the controlling regulatory jurisdiction.

On the average, satisfactory disinfection of secondary wastewater effluent can be obtained when the chlorine residual is 0.5 ppm after 15 minutes contact. Although the chlorine residual is the critical factor in disinfection, the importance of correlating chlorine residual with bacterial kill must be emphasized. The MPN of the effluent, which is directly related to the water quality standards requirements, should be the final and primary standard and the chlorine residual should be considered an operating standard valid only to the extent verified by the coliform quality of the effluent.

The following are critical factors affecting wastewater disinfection:

1. **Mixing:** It is imperative that the product and the wastewater be instantaneously and completely flash mixed to assure reaction with every chemically active soluble and particulate component of the wastewater.
2. **Contacting:** Upon flash mixing, the flow through the system must be maintained.
3. **Dosage/Residual Control:** Successful disinfection is extremely dependent on response to fluctuating chlorine demand to maintain a predetermined, desirable chlorine level. Secondary effluent should contain 0.2 to 1.0 ppm chlorine residual after a 15 to 30 minute contact time. A reasonable average of residual chlorine is 0.5 ppm after 15 minutes contact time.

## SEWAGE AND WASTEWATER TREATMENT

**EFFLUENT SLIME CONTROL:** Apply a 100 to 1000 ppm available chlorine solution at a location which will allow complete mixing. Prepare this solution by mixing 10 to 100 oz. of this product with 100 gallons of water. Once control is evident, apply a 15 ppm available chlorine solution. Prepare this solution by mixing 3 oz. of this product with 100 gallons of water.

**FILTER BEDS SLIME CONTROL:** Remove filter from service. Drain to a depth of 1 ft. above filter sand, and add product to obtain 500 ppm evenly over the surface. (See table of proportions.) Wait 30 minutes before draining water to a level that is even with the top of the filter. Wait for 4 to 6 hours before completely draining and backwashing filter.

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## DISINFECTION OF DRINKING WATER (EMERGENCY/PUBLIC/INDIVIDUAL SYSTEMS)

**PUBLIC SYSTEMS:** See table of proportions. Prepare a 10 ppm solution. Begin feeding this solution with a hypochlorinator until free available chlorine residual of at least 0.2 ppm and no more than 0.6 ppm is attained throughout the distribution system. Check water frequently with a chlorine test kit. Bacteriological sampling must be conducted at a frequency no less than that prescribed by the National Primary Drinking Water Regulations. Contact your local Health Department for further details.

**INDIVIDUAL SYSTEMS DUG WELLS:** Upon completion of the casing (lining) wash the interior of the casing (lining) with a 100 ppm available chlorine solution (see table of proportions) using a stiff brush. After covering the well, pour the sanitizing solution into the well through both the pipesleeve opening and the pipeline. Wash the exterior of the pump cylinder also with the sanitizing solution. Start pump and pump water until strong odor of chlorine in water is noted. Stop pump and wait at least 24 hours. After 24 hours flush well until all traces of chlorine have been removed from the water. Consult your local Health Department for further details.

**INDIVIDUAL WATER SYSTEMS DRILLED, DRIVEN & BORED WELLS:** Run pump until water is as free from turbidity as possible. Pour a 100 ppm available chlorine sanitizing solution into the well. (See table of proportions.) Add 5 to 10 gallons of clean, chlorinated water to the well in order to force the sanitizer into the rock formation. Wash the exterior of pump cylinder with the sanitizer. Drop pipeline into well, start pump and pump water until strong odor of chlorine in water is noted. Stop pump and wait at least 24 hours. After 24 hours flush well until all traces of chlorine have been removed from the water. Deep wells with high water levels may necessitate the use of special methods for introduction of the sanitizer into the well. Consult your local Health Department for further details.

**INDIVIDUAL WATER SYSTEMS FLOWING ARTESIAN WELLS:** Artesian wells generally do not require disinfection. If analyses indicate persistent contamination, the well should be disinfected. Consult your local Health Department for further details.

**EMERGENCY DISINFECTION:** When boiling water for 1 minute is not practical, water can be made potable by using this product. Prior to addition of the sanitizer, remove all suspended material by filtration or by allowing it to settle to the bottom. Decant the clarified, contaminated water to a clean container. Then add this product to make a 0.6 ppm solution (see table of proportions). Allow the treated water to stand for 30 minutes. Properly treated water should have a slight chlorine odor. If not, repeat dosage and allow the water to stand an additional 15 minutes. The treated water can then be made palatable by pouring it between clean containers for several times.

### PUBLIC WATER SYSTEMS

**RESERVOIRS - ALGAE CONTROL:** Hypochlorinate streams feeding the reservoir. Suitable feeding points should be selected on each stream at least 50 yards upstream from the points of entry into the reservoir.

**MAINS:** Thoroughly flush section to be sanitized by discharging from hydrants. Permit a water flow of at least 2.5 feet per minute to continue under pressure while injecting this product by means of a hypochlorinator. Stop water flow when a chlorine residual test of 50 ppm is obtained at the low pressure end of the new main section after a 24 hour retention time. When chlorination is completed, the system must be flushed free of all heavily chlorinated water.

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**NEW TANKS, BASINS, ETC.:** Remove all physical soil from surfaces. Use a 500 ppm available chlorine solution (see table of proportions). Fill to working capacity and allow to stand for at least 4 hours. Drain and flush with potable water and return to service.

**NEW FILTER SAND:** Apply 80 oz. of this product for each 150 to 200 cubic feet of sand. The action of the product dissolving as the water passes through the bed will aid in sanitizing the new sand.

**NEW WELLS:** Flush the casing with a 50 ppm available chlorine solution of water (see table of proportions). The solution should be pumped or fed by gravity into the well after thorough mixing with agitation. The well should stand for several hours or overnight under chlorination. It may then be pumped until a representative raw water sample is obtained. Bacterial examination of the water will indicate whether further treatment is necessary.

**EXISTING EQUIPMENT:** Remove equipment from service, thoroughly clean surfaces of all physical soil. Sanitize by using a solution of approximately 500 ppm available chlorine. (See table of proportions.) Fill to working capacity and let stand at least 4 hours. Drain and place in service. If the previous treatment is not practical, surfaces may be sprayed with a solution containing approximately 1000 ppm available chlorine. After drying, flush with water and return to service.

## EMERGENCY DISINFECTION AFTER FLOODS

**WELLS:** See table of proportions and thoroughly flush contaminated casing with a 500 ppm available chlorine solution. Backwash the well to increase yield and reduce turbidity, adding sufficient chlorinating solution to the backwash to produce a 10 ppm available chlorine residual as determined by a chlorine test kit. After the turbidity has been reduced and the casing has been treated, add sufficient chlorinating solution to produce a 50 ppm available chlorine residual. Agitate the well water for several hours and take a representative water sample. Retreat well if water samples are biologically unacceptable.

**RESERVOIRS:** In case of contamination by overflowing streams, establish hypochlorinating stations upstream of the reservoir. Chlorinate the inlet water until the entire reservoir obtains a 0.2 ppm available chlorine residual, as determined by a suitable chlorine test kit. In case of contamination from surface drainage, apply sufficient product directly to the reservoir to obtain a 0.2 ppm available chlorine residual in all parts of the reservoir.

**BASINS, TANKS, FLUMES, ETC.:** Thoroughly clean all equipment, then apply 20 oz. of product per 5 cu. Ft. of water to obtain 500 ppm available chlorine, as determined by a suitable test kit. After 24 hours drain, flush, and return to services. If the previous method is not suitable, spray or flush the equipment with a solution containing 5 oz. of this product for each 5 gallons of water (1000 ppm available chlorine). Allow to stand for 2 to 4 hours, flush and return to services.

**FILTERS:** When the sand filter needs replacement, apply 80 oz. of this product for each 150 to 200 cubic feet of sand. When the filter is severely contaminated, additional product should be distributed over the surface at the rate of 80 oz. per 20 sq. ft. Water should stand at a depth of 1 foot above the surface of the filter bed for 4 to 24 hours. When filter beds can be backwashed of mud and silt, apply 80 oz. of this product per each 50 sq. ft., allowing the water to stand at a depth of 1 foot above the filter sand. After 30 minutes, drain water to the level of the filter. After 4 to 6 hours, drain and proceed with normal backwashing.

**DISTRIBUTION SYSTEM:** Flush repaired or replaced section with water. Establish a hypochlorinating station and apply sufficient product until a consistent available chlorine residual of at least 10 ppm remains after a 24 hour retention time. Use chlorine test kit.

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## EMERGENCY DISINFECTION AFTER FIRES

**CROSS CONNECTIONS OR EMERGENCY CONNECTIONS:** Hypochlorination or gravity feed equipment should be set up near the intake of the untreated water supply. Apply sufficient product to give a chlorine residual of at least 0.1 to 0.2 ppm at the point where the untreated supply enters the regular distribution system. Use a chlorine test kit.

## EMERGENCY DISINFECTION AFTER DROUGHTS

**SUPPLEMENTARY WATER SUPPLIES:** Gravity or mechanical hypochlorite feeders should be set up on a supplementary line to dose the water to a minimum chlorine residual of 0.2 ppm after a 20 minute contact time. Use a chlorine test kit.

**WATER SHIPPED IN BY TANKS, TANK CARS, TRUCKS, ETC. -** Thoroughly clean all containers and equipment. Spray a 500 ppm available chlorine solution (see table of proportions) and rinse with potable water after 5 minutes. During the filling of the containers, dose with sufficient amounts of this product to provide at least 0.2 ppm chlorine residual. Use a chlorine test kit.

## EMERGENCY DISINFECTION AFTER MAIN BREAKS

**MAINS:** Before assembly of the repaired section, flush out mud and soil. Permit a water flow of at least 2.5 feet per minute to continue under pressure while injecting this product by means of a hypochlorinator. Stop water flow when a chlorine residual test of 50 ppm is obtained at the low pressure end of the new main section after a 24 hour retention time. When chlorination is completed, the system must be flushed free of all heavily chlorinated water.

## COOLING TOWER FOR USE IN FEDERALLY INSPECTED MEAT AND POULTRY PLANTS

**SLUG FEED METHOD:** Initial dose: When system is noticeably fouled, see table of proportions and apply this product to obtain from 5 to 10 ppm available chlorine. Repeat until control is achieved.  
Subsequent Dose: When microbial control is evident, add this product as needed to maintain control and keep the chlorine residual at 1 ppm. Badly fouled systems must be cleaned before treatment is begun.

**INTERMITTENT FEED METHOD:** Initial dose: When system is noticeably fouled, see table of proportions and apply this product to obtain 5 to 10 ppm available chlorine. Apply half (or 1/3, 1/4, or 1/5) of this initial dose when half (or 1/3, 1/4, or 1/5) of the water in the system has been lost by blowdown.  
Subsequent Dose: When microbial control is evident, add this product as needed to to water in the system to obtain a 1 ppm residual. Apply half (or 1/3, 1/4, or 1/5) of this initial dose when half (or 1/3, 1/4, or 1/5) of the water in the system has been lost by blowdown. Badly fouled systems must be cleaned before treatment is begun.

**CONTINUOUS FEED METHOD:** Initial Dose: When system is noticeably fouled, see table of proportions and apply this product to obtain 5 to 10 ppm available chlorine in system water.  
Subsequent Dose: See table of proportions and maintain this treatment level by starting a continuous feed of water lost by blowdown to maintain a 1 ppm residual. Badly fouled systems must be cleaned before treatment is begun.

15/20

**EVAPORATIVE CONDENSER WATER  
FOR USE IN FEDERALLY INSPECTED MEAT AND POULTRY PLANTS**

(This product may be used to treat SWEET or COW (e.g. Condensate of whey) collected from evaporated or condensing water systems in food and dairy plants)

**SLUG FEED METHOD:** Initial dose: When system is noticeably fouled, see table of proportions and apply this product to obtain from 5 to 10 ppm available chlorine. Repeat until control is achieved.

Subsequent Dose: When microbial control is evident, add this product as needed to maintain control and keep the chlorine residual at 1 ppm. Badly fouled systems must be cleaned before treatment is begun.

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**INTERMITTENT FEED METHOD:** Initial dose: When system is noticeably fouled, see table of proportions and apply this product to obtain 5 to 10 ppm available chlorine. Apply half (or 1/3, 1/4, or 1/5) of this initial dose when half (or 1/3, 1/4, or 1/5) of the water in the system has been lost by blowdown.

Subsequent Dose: When microbial control is evident, add this product as needed to water in the system to obtain a 1 ppm residual. Apply half (or 1/3, 1/4, or 1/5) of this initial dose when half (or 1/3, 1/4, or 1/5) of the water in the system has been lost by blowdown. Badly fouled systems must be cleaned before treatment is begun.

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**CONTINUOUS FEED METHOD:** Initial Dose: When system is noticeably fouled, see table of proportions and apply this product to obtain 5 to 10 ppm available chlorine in system water.

Subsequent Dose: See table of proportions and maintain this treatment level by starting a continuous feed of water lost by blowdown to maintain a 1 ppm residual. Badly fouled systems must be cleaned before treatment is begun.

**LAUNDRY SANITIZERS**

Household Laundry Sanitizers

**IN SOAKING SUDS** - See table of proportions and provide 200 ppm available chlorine solution. Wait 5 minutes, then add soap or detergent. Immerse laundry for at least 11 minutes prior starting the wash/rinse cycle.

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**IN WASHING SUDS** - See table of proportions and add sufficient product to wash water containing clothes to provide 200 ppm available chlorine. Wait 5 minutes, then add soap or detergent and start the wash/rinse cycle.

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Commercial Laundry Sanitizers

Wet fabrics or clothes should be spun dry prior to sanitization. Thoroughly mix sufficient proportion of this product with 10 gallons of water to yield 200 ppm available chlorine (see table of proportions). Promptly after mixing the sanitizer, add the solution into the prewash prior to washing fabrics/clothes in the regular wash cycle with a good detergent. Test the level of available chlorine, if solution has been allowed to stand. Add more of this product if the available chlorine level has dropped below 200 ppm.

16/20

**FARM PREMISES**

Remove all animals, poultry, and feed from premises, vehicles, and enclosures. Remove all litter and manure from floors, walls and surfaces of barns, pens, stalls, chutes and other facilities occupied or transverse by animals or poultry. Empty all troughs, racks and other feeding and watering appliances. Thoroughly clean all surfaces with soap or detergent and rinse with water. To disinfect, saturate all surfaces with a solution of at least 1000 ppm available chlorine for a period of 10 minutes (see table of proportions). Immerse all halters, ropes and other types of equipment used in handling and restraining animals or poultry, as well as the cleaned forks, shovels and scrapers used for removing litter and manure. Ventilate buildings, cars, boats and other closed spaces. Do not house livestock or poultry or employ equipment until chlorine has been dissipated. All treated feed racks, mangers, troughs, automatic feeders, fountains and waterers must be rinsed with potable water before reuse.

**PULP AND PAPER MILL PROCESS WATER SYSTEMS**

**SLUG FEED METHOD** - Initial Dose: When system is noticeably fouled, see table of proportions and apply adequate proportions of this product per 10,000 gallons of water in the system to obtain from 5 to 10 ppm available chlorine. Repeat until control is achieved.

Subsequent Dose: When microbial control is evident, see table of proportions and add adequate proportion of this product per 10,000 gallons of water in the system daily, or as needed to maintain control and keep the chlorine residual at 1 ppm. Badly fouled systems must be cleaned before treatment is begun.



**INTERMITTENT FEED METHOD** - Initial Dose: When system is noticeably fouled, see table of proportions and apply adequate proportion of this product per 10,000 gallons of water in the system to obtain 5 to 10 ppm available chlorine. Apply half (or 1/3, 1/4, or 1/5) of this initial dose when half (or 1/3, 1/4, or 1/5) of the water in the system has been lost by blowdown.

Subsequent Dose: When microbial control is evident, see table of proportions and add adequate proportion of this product per 10,000 gallons of water in the system to obtain a 1 ppm residual. Apply half (or 1/3, 1/4, or 1/5) of this initial dose when half (or 1/3, 1/4, or 1/5) of the water in the system has been lost by blowdown. Badly fouled systems must be cleaned before treatment is begun.



**CONTINUOUS FEED METHOD** - Initial Dose: When system is noticeably fouled, see table of proportions and apply adequate proportion of this product per 10,000 gallons of water in the system to obtain 5 to 10 ppm available chlorine.

Subsequent Dose: Maintain this treatment level by starting a continuous feed of this product (see table of proportions) per 1,000 gallons of water lost by blowdown to maintain a 1 ppm residual. Badly fouled systems must be cleaned before treatment is begun.

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## AGRICULTURAL USES

**POST-HARVEST PROTECTION** - Potatoes can be sanitized after cleaning and prior to storage by spraying with a sanitizing solution at a level of 1 gallon of sanitizing solution per ton of potatoes. See table of proportions and thoroughly mix an adequate proportion of this product to 2 gallons of water to obtain 500 ppm available chlorine.

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Disinfect leafcutting bee cells and bee boards by immersion in a solution containing 1 ppm available chlorine for 30 minutes. Allow cells to drain for 2 minutes and dry for 4 to 5 hours or until no chlorine odor can be detected. This solution is made by thoroughly mixing this product (see table of proportions) to 100 gallons of water. The bee domicile is disinfected by spraying with a 0.1 ppm solution until all surfaces are thoroughly wet. Allow the domicile to dry until all chlorine odor has dissipated.

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**FRUIT & VEGETABLE WASHING:** Thoroughly clean all fruits and vegetables in a wash tank. See table of proportions and prepare a solution with 25 ppm available chlorine. After draining the tank, submerge fruit or vegetables for two minutes in a second wash tank containing the recirculating sanitizing solution with 25 ppm sanitizing solution. Spray rinse vegetables with the sanitizing solution prior to packaging. Rinse fruit with potable water only prior to packaging.

## EGG SANITIZING

### I. INSTRUCTION FOR EGG SANITIZING WITH VERTEX CSS-12.

The sanitizing solution recommended for use for shell egg sanitizing is a 200 ppm solution of VERTEX CSS-12. (See Table of Proportions.) VERTEX CSS-12 is not deleterious to shell eggs or egg-products.

### II. RECOMMENDED PROCEDURES FOR WASHING & SANITIZING FOOD EGGS.

1. Wash eggs promptly after gathering.
2. Water with an iron content in excess of 2 parts per million shall not be used unless equipment capable of removing the excess iron is installed on the water system.
3. Wash water temperature should be 90°F or higher.
4. Maintain the wash water at a temperature which is at least 20°F warmer than the temperature of the eggs to be washed.
5. Spray rinse washed eggs with warm sanitizer so that the eggs are thoroughly wetted. The sanitizer temperature should not exceed 130° F.
6. Do not apply a potable water rinse.
7. Allow the eggs to thoroughly dry before casing or breaking.
8. Never reuse sanitizing/washing solution

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## EGG DESTAINING

### I. INSTRUCTIONS FOR EGG DESTAINING WITH VERTEX CSS-12.

The destaining solution recommended for use for shell egg destaining is a 250 ppm solution of VERTEX CSS-12. (See Table of Proportions.) VERTEX CSS-12 is not deleterious to shell eggs or egg-products.

### II. RECOMMENDED PROCEDURES FOR DESTAINING SHELL EGGS.

1. The destainer solution must be at least 20°F warmer than the shell eggs with a minimum solution temperature of 90°F.
2. Total elapsed time in the destainer solution may not exceed 5 minutes.
3. Eggs are to be rewashed and spray rinsed after destaining.
4. Destainer solution should be replaced daily or whenever it becomes dirty.
5. Destaining is to be done after the initial washing has been completed.
6. It is recommended that all eggs be shell protected after they have been destained.
7. Never reuse sanitizing/washing solution.

## AQUACULTURAL USES

**FISH PONDS** - Remove fish from ponds prior to treatment. See table of proportions and thoroughly mix adequate proportion of this product to 10,000 gallons of water to obtain 10 ppm available chlorine. Add more product to the water if the available chlorine level is below 1 ppm after 5 minutes. Return fish to pond after the available chlorine level reaches zero.

**FISH POND EQUIPMENT** - Thoroughly clean all equipment prior to treatment. See table of proportions and thoroughly mix an adequate proportion of this product to 10 gallons of water to obtain 200 ppm available chlorine. Porous equipment should soak for one hour.

**MAINE LOBSTER PONDS** - Remove lobsters, seaweed, etc. from ponds prior to treatment. Drain the pond. See table of proportions and apply an adequate proportion of this product to 10,000 gallons of water to obtain at least 600 ppm available chlorine. Apply so that all barrows, gates, rock and dam are treated with product. Permit high tide to fill the pond and then close gates. Allow water to stand for 2 to 3 days until the available chlorine level reaches zero. Open gates and allow 2 tidal cycles to flush the pond before returning lobsters to pond.

**CONDITIONING LIVE OYSTERS** - See table of proportions and thoroughly mix an adequate proportion of this product to 10,000 gallons of water at 50 to 70°F to obtain 0.5 ppm available chlorine. Expose oysters to this solution for at least 15 minutes; monitoring the available chlorine level so that it does not fall below 0.05 ppm. Repeat entire process if the available chlorine level drops below 0.05 ppm or the temperature falls below 50°F.

**CONTROL OF SCAVENGERS IN FISH HATCHERY PONDS** - Prepare a solution containing 200 ppm of available chlorine by mixing an adequate proportion of this product (see table of proportions) with 10 gallons of water. Pour into drained pond potholes. Repeat if necessary. Do not put desirable fish back into refilled ponds until chlorine residual has dropped to 0 ppm, as determined by a test kit.

## SANITIZATION OF DIALYSIS MACHINES

19/20

Flush equipment thoroughly with water prior to using this product. Thoroughly mix an adequate proportion of this product (see table of proportions) to 10 gallons of water to obtain at least 600 ppm available chlorine. Immediately use this product in the hemodialysate system allowing for a minimum contact time of 15 minutes at 20°C. Drain system of the sanitizing solution and thoroughly rinse with water. Discard and DO NOT reuse the spent sanitizer. Rinsate must be monitored with a suitable test kit to insure that no available chlorine remains in the system.

This product is recommended for decontaminating single and multipatient hemodialysate systems. This product has been shown to be an effective disinfectant (virucide, fungicide, bactericide; pseudomonicide) when tested by AOAC and EPA test methods. This product may not totally eliminate all vegetative microorganisms in hemodialysate delivery systems due to their construction and/or assembly, but can be relied upon to reduce the number of microorganisms to acceptable levels when used as directed. This product should be used in a disinfectant program which includes bacteriological monitoring of the hemodialysate delivery system. This product is NOT recommended for use in hemodialysate or reverse osmosis (RO) membranes.

Consult the guidelines for hemodialysate systems which are available from the Hepatitis Laboratories, CDC, Phoenix, AZ 85021.

This product is not to be used as a terminal sterilant/high level disinfectant on any surface or instrument that (1) is introduced directly into the human body, either into or in contact with the bloodstream or normally sterile areas of the body, or (2) contacts intact mucous membranes but which does not ordinarily penetrate the blood barrier or otherwise enter normally sterile areas of the body. This product may be used to preclean or decontaminate critical or semi-critical medical devices prior to sterilization or high level disinfection.

### ASPHALT OR WOOD ROOFS AND SIDINGS

To control fungus and mildew, first remove all physical soil by brushing and hosing with clean water, and apply a 5000 ppm available chlorine solution. Brush or spray roof or siding. After 30 minutes, rinse by hosing with clean water.

### BOAT BOTTOMS

To control slime on boat bottoms, sling a plastic tarp under boat, retaining enough water to cover the fouled bottom area, but not allowing water to enter enclosed area. This envelope should contain approximately 500 gallons of water for a 14 foot boat. See table of proportions and add an appropriate proportion of this product to this water to obtain a 35 ppm available chlorine concentration. Leave immersed for 8 to 12 hours. Repeat if necessary. Do not discharge the solution until the free chlorine level has dropped to 0 ppm, as determined by a swimming pool test kit.

20/20


### ARTIFICIAL SAND BEACHES

To sanitize the sand, spray a 500 ppm available chlorine solution containing an adequate proportion of this product (see table of proportions) per 10 gal. of water at frequent intervals. Small areas can be sprinkled with a watering can.

### WATER TREATMENT COMPOUNDS

#### FOOD PROCESSING PLANTS – PROCESS WATER

**PROCESS WATER:** Systems in establishments operating under the Federal Meat, Poultry, Shell Egg Grading and Egg Product Inspections Program. See table of proportions and treat poultry process water to a dosage of 5 ppm calculated as available chlorine. Chlorine may be used in poultry chiller intake water and in carcass wash water in poultry plants at levels up to 50 ppm calculated as available chlorine. Chlorine must be dispensed at a constant and uniform level and the method or system must be such that a controlled rate is maintained. Chlorine may be present in process water of meat plants at concentrations up to 5 parts per million calculated as available chlorine. Under reliable controls, the chlorine level may be increased in water used on meat carcasses up to 50 ppm.

	<b>Product Data Sheet</b>			
	<b>Vertex CSS-12</b>			
	Document Number:	PDS-03766	Effective Date:	May 5, 2025
Revision:	2	Review Date:	May 5, 2025	

**Corporate Office**  
 2381 Rosegate  
 Roseville, MN 55113  
 Phone: (612) 331-6910

**General Characteristics:**

Appearance: Clear to Yellow Liquid  
 Chemical Formula: NaOCl  
 Molecular Weight: 74.44 g/mol  
 CAS#: 7681-52-9  
 Shelf Life: 30 days  
 Storage Recommendation: 55 – 95 °F

**Standard Specifications:**

COMPONENT	SPECIFICATION
Available Chlorine (% by wt.)	12.6 - 14.3
Available Chlorine (% by vol.)	15.2 - 17.3
Sodium Hypochlorite (% by wt.)	11.9 – 15.6
Excess Caustic (% by wt.)	0.3 – 1.0
Excess Caustic (% by vol.)	0.35 - 1.25

PHYSICAL PROPERTIES	SPECIFICATION
Specific Gravity	1.200 – 1.250
pH, at 68°F	Report

**Additional Information:**

**Bioterrorism Act of 2002:** All appropriate Hawkins, Inc. facilities are registered with the FDA per the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

**Country of Origin:** Product is manufactured in the United States

**EPA Registration Number:** 9616-7

**NSF Certification:** Certified to NSF/ANSI/CAN Std. 60 with a maximum use level of 40 mg/L.

Notice for Product Numbers: 37755; 37766; 54814; 56664;

Hawkins, Inc. ("Hawkins") presents the information in this Product Data Sheet ("Information") in good faith and believes the Information to be accurate as of the Effective Date. Hawkins warrants only that when Hawkins ships the Product, it will meet published specifications. Other than this warranty, **HAWKINS MAKES NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, FOR COMPLETENESS, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER NATURE WITH RESPECT TO THE INFORMATION, OR TO THE PRODUCT TO WHICH THIS INFORMATION REFERS.** Hawkins will not be responsible for damages of any nature whatsoever resulting from the use of, or reliance upon, the Information or the Product to which the Information refers.



Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Public Works	<b>Department Contact:</b>	MAURA ZACKAVEC
<b>Vendor Name &amp; NWS#:</b>	#624 - SCHULTE SUPPLY INC		
<b>Description/Purpose:</b>	2026 CONTRACT FOR WATER METERS		
<b>Account #:</b>	514-500-534-766122		
<b>Project #:</b>	N/A		
<b>Amount of this Routing:</b>	\$ 320,000.00	<b>Requisition #:</b>	20260089
<b>Contract Type:</b>	New Contract	<b>Sole Source</b>	Coop#: N/A
<b>Contract Term:</b>	01/01/2026 - 12/31/2026	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	N/A	<b>Amendment #</b>	N/A
		<b>Renewal #</b>	N/A
<b>Original Contract Value:</b>	\$ 0.00	<b>Total of Previous Amendments:</b>	\$ 0.00
<b>Total Contract Value:</b>	\$ 320,000.00		

DS  
MLO

**Certifications: to be completed by Originating Department Director**

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

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

<b>Printed Name:</b>  LARRY PERNEY	<b>Signature:</b> <small>Signed by:</small> <i>Larry Perney</i>	2/9/2026
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<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 2/10/2026
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 2/10/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 2/10/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 2/10/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 02/03/2026  
~~02/24/2026~~

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): ALL

Sponsor(s): ALL

**Description:**

Approval of a sole-source contract with Schulte Supply for the purchase of Neptune water meters for the 2026 contract year. Neptune Technology Group has certified Schulte Supply as the sole authorized distributor in Missouri for Neptune RF meter reading equipment, software, water meters, and related parts. No other vendor is authorized to provide these products.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

This item authorizes a sole-source contract with Schulte Supply, the sole authorized Missouri distributor for Neptune water meters and RF meter reading equipment. The City's water system uses Neptune meters and related technology, which can only be purchased through this vendor. Approval allows continued procurement of compatible equipment in accordance with City purchasing requirements

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

**Fiscal Impact:** 320,000.00 **Select One** 20260089

**Account #:** 514-500-534-766122

**Project #:** N/A

RCA prepared by: MZG Dept. Dir.  Finance Dir.  Dir. of Admin.

**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 Schulte Supply, 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 and deliver Neptune Water Meters & Supplies to the City’s Water Division for the term through December 31, 2026, in accordance with the unit pricing included on Vendor’s Quote #S1237958, 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 Three Hundred Twenty Thousand Dollars (\$320,000.00).

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.

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

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

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

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

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

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

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

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

**Contract #** \_\_\_\_\_

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

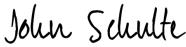
9. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

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

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

SCHULTE SUPPLY, INC.:

CITY OF SAINT CHARLES, MISSOURI:

DocuSigned by:  
  
 \_\_\_\_\_  
 D7393301CEE54EZ... Date

\_\_\_\_\_  
 Daniel J. Borgmeyer Date  
 Mayor

By: John Schulte President  
(Print Name and Title)

Corporate Attest (if applicable):


Attest:

\_\_\_\_\_  
By: Date

\_\_\_\_\_  
City Clerk Date

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

DocuSigned by:  
  
 \_\_\_\_\_  
 C5FB3E8740BE40D... Date  
 Director of Finance

**Schulte Supply, Inc.**  
**150 Neptune Ct**  
**St. Peters MO 63376**  
**636-387-5353 Fax 636-387-5383**

**Quotation**

QUOTE DATE	QUOTE NUMBER
12/05/25	S1237958
ORDER TO: Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	PAGE NO.          1

QUOTE TO: 636-949-3239 Fax 636-949-5639  
 City of St. Charles, MO  
 200 North Second St.  
 St. Charles, MO 63301

SHIP TO:  
 City of St. Charles, MO  
 John Phillips Water Plant  
 2871 Elm Point Industrial Dr.  
 St. Charles, MO 63301

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
13271	2026 Meter Pricing		John Gilmore

WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jim Belangee	BW BEST WAY	NET 30 DAYS	12/08/25	Yes

ORDER QTY	PART NO	DESCRIPTION	Net Price	Ext Price
		<b>** 2026 Annual Meter Pricing **</b>		
		<b>* Neptune Quote</b>		
		QUO-237157-X5G0N3		
1ea	8869	ED2B31RWG1SG89 (ED2B31RWG3) 5/8" x 3/4" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna	259.950	259.95
1ea	10438	ED2F11RWG1SG89 1" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna	595.950	595.95
1ea	10922	ED2H11RWG1SG89 1 1/2" Flanged Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons in Pit Applications Includes 6' Antenna	859.950	859.95
1ea	10923	ED2J11RWG1SG89 2" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna	1969.950	1969.95
1ea	10925	EC3BRWG1SG89 3" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Register in	4835.950	4835.95

\*\*\* Continued on Next Page \*\*\*

**Schulte Supply, Inc.**  
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WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jim Belangee	BW BEST WAY	NET 30 DAYS	12/08/25	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext Prc
1ea	10927	Gallons for Pit Applications Includes 2-6' Antenna EC3CRWG1SG89	5465.950	5465.95
1ea	10928	4" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 2-6' Antenna ^EC3DRWG1SG89	7545.950	7545.95
1ea	42554	6" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 2-6' Antenna 13442-200	149.950	149.95
1ea	34513	R900 Pit Meter Interface Unit 6' of Wire Enhanced v4 Datalogging (non potted) ** Nonstock item-Not Returnable ** ^RW2G11SG89 (RW2G13)	239.950	239.95
		5/8" Neptune Trident 10 Register with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna * Other Size Registers Will Be Same Price And Antenna Is Included *		
		TAXES NOT INCLUDED		
<b>Subtotal</b>			<b>21923.55</b>	
<b>S&amp;H CHGS</b>			<b>0.00</b>	
<b>Amount Due</b>			<b>21923.55</b>	

**This is a Quotation.**

Prices are subject to change without notice.  
 Applicable taxes extra.



# CITY OF SAINT CHARLES, MISSOURI REQUEST FOR APPROVAL OF SOLE-SOURCE PURCHASE (In Compliance with Chapter 145, Sections 145.110 and 145.260)

The following sole-source purchase is presented for approval:

Requesting Department: PW/Water

For the purchase of: WATER METERS, READING EQUIP.INTER. UNITS, PARTS, & SOFTWARE

From: SCHULTE SUPPLY

Basis for sole-source: SCHULTE SUPPLY IS THE SOLE AUTHORIZED DISTRIBUTOR FOR  
NEPTUNE RF METER READING EQUIPMENT, NEPTUNE WATER METERS, METER INTERFACE  
UNITS, PARTS, AND SOFTWARE.

Requested by: Signed by:  
*Zachary Stanley*  
Department Director 1/15/2026  
Date

Reviewed by: Signed by:  
*Paul Feldmann*  
Purchasing Manager 1/16/2026  
Date

Purchasing Manager Comments: Schulte Supply, Inc. is the only authorized distributor of  
Neptune meters in the St. Charles area.

Recommend Approval.

Approved  
 Rejected: DocuSigned by:  
*Lawrence S. Dobrosky, Jr.*  
Director of Administration 1/20/2026  
Date

Copy of form should be attached to Contract Routing Form



November 13, 2025

Dennis Kelly  
St. Charles Water Dept  
2871 Elm Point Industrial Drive  
St. Charles, MO 63301

**Ref.:** [Schulte Supply - Sole Authorized Distributor – Missouri](#)

Neptune Technology Group Inc is pleased to affirm that Schulte Supply is the sole authorized distributor in Missouri for Neptune RF meter reading equipment and software, Neptune water meters, meter interface units and Neptune parts.

Schulte Supply is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Schulte Supply representative, John Gilmore at 636-387-5353, your local Neptune representative, Pat Prasifka at 334-391-6128.

Sincerely,

Patrick Prasifka  
District Manager

### Certificate Of Completion

Envelope Id: 0DC0823A-67F0-499D-876E-21121427C212  
 Subject: Please DocuSign: Sole Source Form- SCHULTE SUPPLY - WATER METERS  
 Source Envelope:  
 Document Pages: 2  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
 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  
 1/13/2026 1:39:41 PM  
 Holder: Maura Zackavec  
 maura.zackavec@stcharlescitymo.gov  
 Location: DocuSign

### Signer Events

Zachary Stanley  
 zachary.stanley@stcharlescitymo.gov  
 Facilities Superintendent  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)

### Signature


Signed by:  
  
 B90C960306764E8...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

### Timestamp

Sent: 1/13/2026 1:40:24 PM  
 Resent: 1/15/2026 3:05:53 PM  
 Viewed: 1/15/2026 4:03:46 PM  
 Signed: 1/15/2026 4:04:32 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

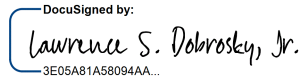
Paul Feldmann  
 paul.feldmann@stcharlescitymo.gov  
 Purchasing Manager  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)

Signed by:  
  
 CA2B397B773142A...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

Sent: 1/15/2026 4:04:33 PM  
 Viewed: 1/16/2026 3:58:40 PM  
 Signed: 1/16/2026 4:02:40 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.  
 lawrence.dobrosky@stcharlescitymo.gov  
 Director of Administration  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 3E05A81A58094AA...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

Sent: 1/16/2026 4:02:41 PM  
 Viewed: 1/20/2026 10:15:54 AM  
 Signed: 1/20/2026 10:16:02 AM

**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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/13/2026 1:40:25 PM
Envelope Updated	Security Checked	1/15/2026 3:05:53 PM
Envelope Updated	Security Checked	1/15/2026 3:05:53 PM
Certified Delivered	Security Checked	1/20/2026 10:15:54 AM
Signing Complete	Security Checked	1/20/2026 10:16:02 AM
Completed	Security Checked	1/20/2026 10:16:02 AM

Payment Events	Status	Timestamps
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## Certificate Of Completion

Envelope Id: 1DBE3D14-B656-47AD-8C8B-27A2B9AE977F  
 Subject: Please DocuSign: Yellow-CRS- 2026 Contract for Water Meters  
 Source Envelope:  
 Document Pages: 10  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Maura Zackavec  
 200 N Second St  
 Saint Charles, MO, MO 63301  
 maura.zackavec@stcharlescitymo.gov  
 IP Address: 35.130.51.195

## Record Tracking

Status: Original  
 1/20/2026 12:47:48 PM

Holder: Maura Zackavec  
 maura.zackavec@stcharlescitymo.gov

Location: DocuSign

## Signer Events

John Schulte  
 JohnSchulte@schultesupply.com  
 President  
 John Schulte  
 Security Level: Email, Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 D7393301CEE54E2...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 12.144.76.107

## Timestamp

Sent: 1/20/2026 12:51:57 PM  
 Resent: 1/29/2026 3:23:22 PM  
 Resent: 2/3/2026 8:55:04 AM  
 Resent: 2/9/2026 11:36:26 AM  
 Viewed: 2/9/2026 11:53:09 AM  
 Signed: 2/9/2026 11:53:41 AM

### Electronic Record and Signature Disclosure:

Accepted: 1/30/2026 2:11:59 PM  
 ID: 9ae4ea6f-a744-4854-b8f7-1e7abffbf7de

Larry Perney  
 lawrence.perney@stcharlescitymo.gov  
 Asst. CA  
 SHI OBO City of St Charles  
 Security Level: Email, Account Authentication  
 (None)


Signed by:  
  
 C2B12E8A759A480...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

Sent: 2/9/2026 11:53:42 AM  
 Viewed: 2/9/2026 11:54:02 AM  
 Signed: 2/9/2026 11:54:14 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: 140.141.255.148

Sent: 2/9/2026 11:54:15 AM  
 Viewed: 2/9/2026 2:51:58 PM  
 Signed: 2/9/2026 2:53:13 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Signed by:  
  
 CA2B397B773142A...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195


Sent: 2/9/2026 2:53:14 PM  
 Viewed: 2/10/2026 10:42:58 AM  
 Signed: 2/10/2026 10:44:13 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

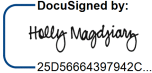
Mary Ann Ohms  
maryann.ohms@stcharlescitymo.gov  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

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

Sent: 2/10/2026 10:44:15 AM  
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Signed: 2/10/2026 11:12:42 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

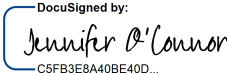
Holly Magdziarz  
holly.magdziarz@stcharlescitymo.gov  
City Attorney  
City of Saint Charles, MO  
Signing Group: LEGAL REVIEW  
Security Level: Email, Account Authentication (None)

  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 35.130.51.195

Sent: 2/10/2026 11:12:43 AM  
Viewed: 2/10/2026 11:49:11 AM  
Signed: 2/10/2026 11:53:24 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

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

Sent: 2/10/2026 11:53:26 AM  
Viewed: 2/10/2026 11:54:35 AM  
Signed: 2/10/2026 11:54:52 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

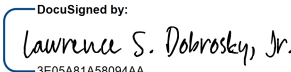
Maura Zackavec  
maura.zackavec@stcharlescitymo.gov  
Administrative Associate  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 35.130.51.195

Sent: 2/10/2026 12:01:29 PM  
Viewed: 2/10/2026 12:01:37 PM  
Signed: 2/10/2026 12:01:47 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.  
lawrence.dobrosky@stcharlescitymo.gov  
Director of Administration  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

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

Sent: 2/10/2026 11:54:55 AM  
Viewed: 2/10/2026 1:18:56 PM  
Signed: 2/10/2026 1:19:09 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Emily B. Galantowicz  
emily.galantowicz@stcharlescitymo.gov  
Assistant City Clerk  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sent: 2/10/2026 1:19:11 PM  
Viewed: 2/10/2026 3:52:22 PM

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

City Clerk - Assign Contract #

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/10/2026 11:54:54 AM  
Viewed: 2/10/2026 11:56:14 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/20/2026 12:51:57 PM
Envelope Updated	Security Checked	2/10/2026 12:01:28 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact SHI OBO City of St Charles:**

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

To contact us by email send messages to: [lawrence.perney@stcharlescitymo.gov](mailto:lawrence.perney@stcharlescitymo.gov)

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

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

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

### **To request paper copies from SHI OBO City of St Charles**

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

### **To withdraw your consent with SHI OBO City of St Charles**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Police	<b>Department Contact:</b>	HEATHER SCHNELLE
<b>Vendor Name &amp; NWS#:</b>	DON BROWN CHEVROLET VENDOR # 4287		
<b>Description/Purpose:</b>	PURCHASE OF 5 NEW 2026 POLICE FLEET VEHICLES STATE OF MO CONTRACT PRICING		
<b>Account #:</b>	410-220-131-874102		
<b>Project #:</b>	26PSPOL001		
<b>Amount of this Routing:</b>	\$ 278,591.00	<b>Requisition #:</b>	20260176
<b>Contract Type:</b>	New Contract	<b>Select One</b>	Coop#: MC250182005
<b>Contract Term:</b>	1 YEAR	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	<b>Amendment #</b>	<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$	<b>Total of Previous Amendments:</b>	\$
<b>Total Contract Value:</b>	\$278,591.00		

Initial  
AC

**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.

<b>Printed Name:</b> George Grove <small>1759E0E56F664AD...</small>	<b>Signature:</b> <i>George Grove</i> <small>DocuSigned by: George Grove</small>	1/29/2026
---	--	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 1/29/2026 <small>CA2B387B773142A...</small>
Department of Law (for Legality only)	DocuSigned by: Holly Magdziary 1/29/2026 <small>25D50864387942C...</small>
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 1/29/2026 <small>CF83E8A40BE40D...</small>
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 1/29/2026 <small>3E05A81A58094AA...</small>
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 02/24/2026

Bill # \_\_\_\_\_

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): \_\_\_\_\_

Sponsor(s): \_\_\_\_\_

**Description:**

PURCHASE OF 5 NEW 2026 POLICE FLEET VEHICLES STATE OF MO CONTRACT PRICING

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

PURCHASE OF 5 NEW 2026 POLICE FLEET VEHICLES STATE OF MO CONTRACT #MC250182005 PRICING. \$278,591.00.

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

**Fiscal Impact:** 278,591.00

**Requisition #**  20260176

**Account #:** 410-220-131-874102

**Project #:** 26PSPOL001

RCA prepared by: AS Dept. Dir. GG Finance Dir. JS Dir. of Admin. LSB

**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 Don Brown Chevrolet, 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 One (1) new 2026 Chevrolet Tahoe 4WD SSV – Lakeshore Blue Metallic in color, Four (4) new 2026 Chevrolet Tahoe 4WD PPV, in accordance with Vendor's Quotes, 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 Two Hundred Seventy-Eight Thousand Five Hundred Ninety-One Dollars (\$278,591.00). Contract Price shall be in accordance with State of Missouri Cooperative Contract #MC250182005.

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.

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;







**DON BROWN CHEVROLET**  
 2244 S. KINGSHIGHWAY BLVD  
 ST. LOUIS, MO 63110  
 314-772-1400

Representative: Jeremy Kennedy

Client: St. Charles Police Department  
 Attn: Jeremy Perrone  
 Address: 1781 Zumbuhl Rd.  
 St. Charles, MO 63303  
 Phone: 636-949-3358  
 Email: [jeremy.perrone@stcharlescitymo.gov](mailto:jeremy.perrone@stcharlescitymo.gov)

Date: 10/2/2025  
 Customer's PO:  
 803437

## QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
<b>Contract # MC250182005</b>			
4	2026 Chevrolet Tahoe 4WD PPV -	\$ 55,796.00	\$ 223,184.00
4	Option 6E2 - Keyed Alike	\$ 48.00	\$ 192.00
4	Option 5T5 - Second Row Vinyl Seat		\$ -
4	Option Vinyl Floor	\$ (171.00)	\$ (684.00)
4	Program Extra Key Fobs	\$ 150.00	\$ 600.00
4	5Y1 - 20% Center Seat Delete		\$ -
			\$ -
			\$ 223,292.00
<b>Grand Total</b>			<b>\$ 223,292.00</b>

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.



**DON BROWN CHEVROLET**  
 2244 S. KINGSHIGHWAY BLVD  
 ST. LOUIS, MO 63110  
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Client: St. Charles Police Department  
 Attn: Jeremy Perrone  
 Address: 1781 Zumbahl Rd.  
 St. Charles, MO 63303  
 Phone: 636-949-3358  
 Email: [jeremy.perrone@stcharlescitymo.gov](mailto:jeremy.perrone@stcharlescitymo.gov)

Date: 10/10/2025  
 Customer's PO:

## QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	<b>Contract # MC250182005</b>		
1	2026 Chevrolet Tahoe 4WD SSV - Lakeshore Blue Metallic in Color	\$ 55,149.00	\$ 55,149.00
1	Program Extra Key Fobs	\$ 150.00	\$ 150.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ 55,299.00
<b>Grand Total</b>			\$ 55,299.00

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.

## Certificate Of Completion

Envelope Id: 0A373D84-A161-4587-AE66-ADA84A15B37A  
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf  
Source Envelope:  
Document Pages: 7  
Certificate Pages: 3  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
Heather Schnelle  
200 N Second St  
Saint Charles, MO, MO 63301  
heather.schnelle@stcharlescitymo.gov  
IP Address: 35.130.51.195

## Record Tracking

Status: Original  
1/29/2026 10:35:35 AM

Holder: Heather Schnelle  
heather.schnelle@stcharlescitymo.gov

Location: DocuSign

## Signer Events

Heather Schnelle  
heather.schnelle@stcharlescitymo.gov  
City of Saint Charles, MO  
Security Level: Email, Account Authentication  
(None)

## Signature



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

## Timestamp

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Viewed: 1/29/2026 10:43:20 AM  
Signed: 1/29/2026 10:43:36 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

George Grove  
George.Grove@stcharlescitymo.gov  
Security Level: Email, Account Authentication  
(None)

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

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Signed: 1/29/2026 11:02:36 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Amber Schroeter  
amber.schroeter@stcharlescitymo.gov  
Senior Financial Analyst  
City of Saint Charles, MO  
Signing Group: Senior Financial Analysts  
Security Level: Email, Account Authentication  
(None)

Initial  


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

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Signed: 1/29/2026 11:30:41 AM

## Electronic Record and Signature Disclosure:

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

Signed by:  
  
CA2B397B773142A...

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

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Signed: 1/29/2026 11:39:34 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

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

<sup>DS</sup>  


Sent: 1/29/2026 11:39:35 AM  
Viewed: 1/29/2026 11:44:27 AM  
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Signature Adoption: Pre-selected Style  
Using IP Address: 35.130.51.195

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

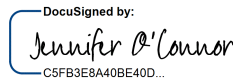
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Signature Adoption: Uploaded Signature Image  
Using IP Address: 35.130.51.195

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

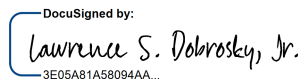
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Signed: 1/29/2026 1:47:32 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 107.115.203.109  
Signed using mobile

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.  
lawrence.dobrosky@stcharlescitymo.gov  
Director of Administration  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
3E05A81A58094AA...

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Emily B. Galantowicz  
emily.galantowicz@stcharlescitymo.gov  
Assistant City Clerk  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

Sent: 1/29/2026 2:18:38 PM  
Viewed: 1/29/2026 2:19:14 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign





Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Public Works	<b>Department Contact:</b>	Kierstyn Lorince
<b>Vendor Name &amp; NWS#:</b>	5012 HDR ENGINEERING INC		
<b>Description/Purpose:</b>	Authorization to enter into an Engineering Services Contract with HDR Engineering, Inc. for the Wastewater Treatment Facility Nutrient Reduction Plan project in an amount not to exceed \$185,360.00		
<b>Account #:</b>	515-500-599-873199		
<b>Project #:</b>	25PWSSS007		
<b>Amount of this Routing:</b>	\$ 185,360.00	<b>Requisition #:</b>	20260219
<b>Contract Type:</b>	New Contract	<b>Select One</b>	Coop#:
<b>Contract Term:</b>	TO COMPLETION	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	N/A	<b>Amendment #</b>	N/A
		<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$	<b>Total of Previous Amendments:</b>	\$
<b>Total Contract Value:</b>	\$ 185,360.00		

DS  
WJG

**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.

<b>Printed Name:</b>  Lawrence Perney	<b>Signature:</b> <small>Signed by:</small> <i>Lawrence Perney</i>	  1/30/2026
---	--	-------------------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 2/3/2026
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 2/10/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 2/10/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 2/10/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS  
MLO



Bill # \_\_\_\_\_

**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 02/17/2026  
~~02/24/2026~~

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): N/A

Sponsor(s): CONSENT AGENDA

**Description:**

Authorization to enter into an Engineering Services Contract with HDR Engineering, Inc. for the Wastewater Treatment Facility Nutrient Reduction Plan project in an amount not to exceed \$185,360.00.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

In accordance with State regulatory requirements, the two wastewater treatment plants will be required to meet new phosphorus discharge limits by January 1, 2033. Lower ammonia and nitrogen limits are expected to be coming soon after. Staff anticipates a combination of operations optimization and capital improvements will be needed at both plants to meet the new limits. This project will evaluate existing plant operations and develop alternatives for meeting limits so any required capital projects can be programmed in the CIP.

Seven responses were received from interested design firms and HDR Engineering was selected as the most qualified for this project.

Staff recommends approving the HDR Engineering contract for the Wastewater Nutrient Reduction Plan project.

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

**Fiscal Impact:** 185,360.00 **Requisition #:** 20260219

**Account #:** 515-500-599-873199

**Project #:** 25PWSSS007

RCA prepared by: KNL Dept. Dir. [Initial] Finance Dir. [DS] Dir. of Admin. [DS]

**CITY OF ST. CHARLES, MISSOURI**  
**ENGINEERING SERVICES CONTRACT**

THIS ENGINEERING SERVICES CONTRACT (hereinafter, the “Contract”) is made in St. Charles County, Missouri, by and 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 HDR Engineering, Inc. (hereinafter, the "Consulting Engineer" or “Engineer”).

The City intends to construct a project (hereinafter, the “Project”) in Saint Charles, Missouri, described as follows:

Project Name: **Wastewater Treatment Facility Nutrient Reduction Plan**

Project Description: This project will assess city’s wastewater treatment plants and develop a plan to meet future nutrient limits. The planning will evaluate existing processes at both plants and identify process optimization opportunities. If optimization alone is not enough to achieve the required reduction, the planning will evaluate alternatives for capital improvements to meet the reduction goals.

Project Location: Mississippi River and Missouri River Wastewater Treatment Facilities

The City contracts with the Consulting Engineer to perform professional engineering services for the Project, and to perform the professional engineering services as more particularly described herein. By executing this Contract, the Consulting Engineer represents to the City that the Consulting Engineer is qualified to perform the professional engineering services required for this Project and by this Contract, and is licensed to practice engineering by the public entities having jurisdiction over the Consulting Engineer and the Project.

**SECTION I: DEFINITIONS.**

As used in this Contract, the following words shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Contract, and other forms of any defined words shall have a meaning parallel thereto.

- A. “City” means the City of Saint Charles, Missouri.

B. "Construction Cost" means and includes the total cost of the entire construction of the Project, including overhead and profit, supervision, materials, supplies, labor, tools, equipment, transportation or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer fee, special consultant's fee, or other payments to the Consulting Engineer and shall not include cost of land, right-of-way or easement acquisition or financing costs.

C. "Consulting Engineer" means the person or persons, partnership, limited liability company, corporation, association, joint venture or other entity identified on Page 1 of this Contract to perform engineering services, preparation of plans, specifications or contract documents. The Consulting Engineer shall retain the services of engineers, architects, landscape architects, and surveyors licensed by the State of Missouri to perform services required by this Contract.

D. "Contract Documents" means the documents identified in the contract required for construction of the Project and including Engineering Documents. Terms defined in the General Conditions of the contract for construction of the Project shall have the same meaning when used in this Contract unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Contract shall prevail in the interpretation of this Contract.

E. "Contract Time" means the completion of contract documents suitable for competitive construction bidding as shown in Section II.A.

F. "Engineering Documents" means documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports.

G. "Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, title work, construction administration, if applicable, and other acts, duties, and services required of the Consulting Engineer pursuant to this Contract together with such other services as the City may require pursuant to this Contract.

H. "Percent of Services Completed" means work completed in accordance with the completion of the scope of work as stated in **Schedule A**, Consulting Engineer Scope of Services, to this Contract.

I. "Program" means a study or other concept criteria required to determine the total design scope of the Project.

J. "Project" means the project identified on page 1 of this Contract.

K. "Project Costs" means the total cost of the project including but not limited to all planning/design, utility relocation, right-of-way/easement acquisition, and construction costs.

L. "Project Manager" means the person designated by the City or the Consulting Engineer to act as the City's and Consulting Engineer's respective representatives for the Project.

M. "Project Progress Report" means the monthly report submitted by the Consulting Engineer with the monthly invoice reporting the Percent of Services Completed to date.

N. "Reimbursable Expenses" means those expenses of the Consulting Engineer as authorized by the City and identified on a schedule to this Contract.

O. "Right-of-Way" and "Easements" means street, highway, or road right-of-way, drainage or utility easements, or any other land dedicated to or otherwise subject to public use.

P. "Scope of Engineering Services" means the work as defined and identified with a time schedule in **Schedule A**, Consulting Engineer Scope of Services, to this Contract and incorporated herein by this reference.

Q. "Subsurface Borings and Testing" means borings, excavations, probing, subsurface explorations, laboratory tests and inspections of samples, substances, materials and equipment and appropriate professional interpretations, reports related thereto and logs of all the foregoing.

**SECTION II: COMPENSATION.**

A. Total Fee: City agrees to pay Consulting Engineer at actual hourly costs and directly reimbursable fees in accordance with the attached rate schedule attached hereto as **Schedule B**. The total amount paid to the Consulting Engineer shall be the actual hours expended

multiplied by the hourly rate from **Schedule B**, plus directly reimbursable fees as computed from **Schedule B**. The total payments pursuant to this Contract shall not exceed One Hundred Eighty Five Three Hundred Sixty Dollars (\$185,360.00).

The Total Fee is based on the performance of the Scope of Services specified in this Contract, with submittal of final study on or before September 30, 2026 [9/30/2026]. Payment to Consulting Engineer shall be made monthly based upon itemized invoices indicating the Percent of Services Completed.

B. Additional Services: Consulting Engineer shall provide services in addition to those listed in Section III when the services are authorized in writing by the City. Prior to commencing any additional services, the Consulting Engineer shall submit to the City a proposal outlining the additional services to be performed and a proposed total fee for the additional services. City shall pay Consulting Engineer for additional services in accordance with the fees stated **Schedule B**, Schedule of Fees and Hourly Rates, which is attached to this Contract. Reimbursable Expenses incurred in conjunction with additional services shall be paid separately and shall be paid at the cost set forth on a schedule to this Contract. Consulting Engineer shall maintain all records supporting the cost of Reimbursable Expenses and pertaining to additional services and the records shall be open for City inspection.

C. Special Services: City may request Consulting Engineer to provide special services as a consultant or witness in any litigation, legal or administrative proceeding arising out of the Project. Consulting Engineer shall not be compensated by City if the special services are to defend the Consulting Engineer's professional Engineering Services. Consulting Engineer shall not be compensated by City to appear at any hearing or judicial proceeding necessary to acquire easements or right-of-ways for the Project. If the Consulting Engineer is requested by the City to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, the Consulting Engineer shall be paid based upon the fees set forth in **Schedule B**, Schedule of Fees and Hourly Rates to this Contract.

D. Invoicing and Payment Processing: Consulting Engineer shall invoice the City monthly for all services performed to date and based on the Percent of Services Completed as shown on the Project progress report submitted to City with the invoice. City shall process the

invoice and pay the Consulting Engineer within thirty (30) calendar days of receipt and approval of the invoice.

E. City Right to Withhold Payment: In the event the City becomes aware that any cost, charge, or representation of the Consulting Engineer provided in its invoice is believed by the City to be inaccurate or incorrect, the City may withhold payment of the amount invoiced related to the disputed amount until the matter is corrected to the City's reasonable satisfaction. The City will notify the Consulting Engineer of the disputed amount as soon as reasonably practicable. City and Consulting Engineer will cooperate to expeditiously effect a resolution of the disputed amount and Consulting Engineer shall issue a revised invoice to City as necessary. Invoiced amounts not questioned by City shall be paid to Consulting Engineer in accordance with the contract payment procedures in Section II.D.

F. Project Progress Report: A Project Progress Report shall be submitted with each monthly invoice reporting the Percent of Services Completed to date by task.

G. Change of Scope of Engineering Services: For substantial modifications to the Scope of Engineering Services or substantial modifications of drawings or specifications previously accepted by City and when requested by City and through no fault of the Consulting Engineer, the Consulting Engineer shall be compensated for time and expenses incurred based upon **Schedule B**, Schedule of Fees and Hourly Rates plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in the Total Fee or Contract Time must be approved through a written Supplemental Agreement. This Contract may be amended to provide for additions, deletions and revisions in the Engineering Services, Contract Time or to modify the terms and conditions thereof by written Supplemental Agreement. Consulting Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Consulting Engineer's negligent acts, errors, or omissions. If corrections or revisions are not solely Consulting Engineer's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be adjusted accordingly.

**SECTION III: RESPONSIBILITIES OF CONSULTING ENGINEER.**

The Consulting Engineer shall provide and perform the Engineering Services set forth in the Consulting Engineer Scope of Services (**Schedule A**) within the Contract Time and which are required for the construction of the Project.

A. PROJECT MANAGEMENT

1. Services: The services to be provided are set out in **Schedule A**.
2. The Consulting Engineer agrees to follow and abide by all requirements of the City of St. Charles' Project Management Manual (PMM) in the execution of this contract.
3. The Consulting Engineer shall advise the City at each cost estimate/opinion submission if, in its opinion, the amount budgeted for the Project is not sufficient to cover the Project Cost.

B. BIDDING PHASE.

1. Services: The services to be provided during this phase are set out in **Schedule A**.
2. Bids that Exceed Cost Estimate/Opinion: If all bids received and opened exceed the Engineer's Estimate/Opinion, the Consulting Engineer, at the request of City and for no additional cost to the City, shall prepare a report for the City identifying why the bids exceeded the Engineer's Estimate/Opinion. The City has four (4) options if the bids exceed the Engineer's Estimate/Opinion. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Contract; or (4) cooperate in revising the Project scope or specifications, as necessary to reduce the Construction Cost. If option number 4 is selected, the Consulting Engineer shall negotiate with City in order to revise and modify the drawings and specifications as necessary to achieve compliance with the Engineer's Estimate/Opinion.

C. CONSTRUCTION PHASE.

1. In-house Construction Administration and Construction Project Representative (CPR) Services: It is understood that the City may provide in-house or subcontracted construction administration and CPR services for the Project. The Consulting

Engineer shall cooperate, consult with and advise City or its subcontractor regarding construction administration and CPR matters when requested. In the event that CPR services are a Consulting Engineer provided service as set out in **Schedule A**, any delay in construction caused by the Consulting Engineer's work shall not be grounds for additional payment.

2. Services: The services provided during this phase are set out in **Schedule A**.

3. Supplemental Drawings: If during construction situations arise which require supplemental drawings or details, the Consulting Engineer shall timely provide such supplemental drawings or details at no cost to the City when the supplemental drawings or details are required to correct the Consulting Engineer's negligent errors or omissions or to clarify the Consulting Engineer's intent in the original design and preparation of Contract Documents.

4. Notice of Defects: If during the construction phase, the Consulting Engineer observes or otherwise becomes aware of any design or construction defect in the work, the Consulting Engineer shall give prompt written notice to the City of such defects and their approximate location on the Project. However, the Consulting Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by construction contractor and programs in connection with the construction work, because these are solely the construction contractor's responsibility under the contract for construction. The Consulting Engineer shall not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Consulting Engineer shall not have control over or charge of acts or omissions of the construction contractor, contractor's subcontractors, or their agents or employees.

5. Shop Drawings: The Consulting Engineer shall review and take appropriate action on the construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor or subcontractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. This review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs

incident thereto. The Consulting Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Consulting Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Consulting Engineer has reviewed the entire assembly of which the item is a component. The Consulting Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

D. GENERAL DUTIES AND RESPONSIBILITIES.

1. Responsibilities under the General Conditions of the Contract for Construction ("General Conditions"): In addition to the responsibilities herein set forth, the Consulting Engineer shall be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer. The General Conditions shall be in a form mutually agreeable between the City and Consulting Engineer and shall be consistent with the intent and requirements of this Contract.

2. Personnel: The Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the Consulting Engineer designates **Cole Duckworth** as their Project Manager on the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible authority for delivering the services of this contract from the Consulting Engineer. If not the herein designated Project Manager, the Consulting Engineer shall also designate, in writing to the City, the person in their firm with the authority to bind the Consulting Engineer. So long as the person named above remains employed by the Consulting Engineer, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

3. Subsurface Borings and Material Testing: If tests in addition to those set forth in **Schedule A** are required for Project design, the Consulting Engineer shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by the Consulting Engineer or its subcontractors and compensated as an Additional Service. The City shall be named as an intended third-party

beneficiary to the Consulting Engineer's subcontracts with the geotechnical engineer, the land surveyor, and the testing laboratory.

4. Service By and Payment to Others: Any work authorized in writing by the City and performed by anyone other than the Consulting Engineer or its subcontractors in connection with the Project shall be contracted for and paid for by the City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by the City or the Consulting Engineer which is not defined within the scope of Engineering Services of the Consulting Engineer. The payment for such additional services shall be subject to negotiation between the City and the third party and shall be approved prior to the performance of any additional services. Although the Consulting Engineer may assist the City in procuring such services of third parties, the Consulting Engineer shall in no way be liable to either the City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Engineering Services: Engineering Services to be subcontracted and designated subcontractors are identified on **Schedule C**. The Consulting Engineer shall not subcontract, delegate the performance thereof or assign any of the Engineering Services to be performed pursuant to this Contract without first obtaining the written consent of the City regarding the Engineering Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted or assigned Engineering Services. Unless otherwise stated in the written consent to the assignment or delegation of Engineering Services, no assignment or delegation shall release or discharge the assignor or obligor from any obligation pursuant to this Contract. The City shall be named as an intended third-party beneficiary to the Consulting Engineer's subcontracts. Any person or firm proposed for subcontracting Engineering Services pursuant to this Contract shall maintain throughout the duration of the Contract, insurance as provided in Section V. D.(6) herein, and shall additionally maintain Professional Liability Errors and Omissions insurance in a minimum policy amount equivalent to that of the Consulting Engineer under this contract and provide the City with certification thereof unless waived by the City.

6. Endorsement: The Consulting Engineer shall sign and affix its licensing seal to all final plans, specifications, estimates and engineering data prepared by the Consulting Engineer and shall cause all subcontractors to sign and seal their final documents where required by law. Any review or approval by the City of any documents prepared by the Consulting Engineer or its consultants including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the City's construction program and intent and shall not be construed as approval of same by the City. No review of such documents by the City shall relieve the Consulting Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

7. Inspection of Documents: The Consulting Engineer shall maintain all Project records for inspection by the City during the contract term and for five (5) years from the date of final payment and shall notify the City prior to their disposal.

8. Design Criteria, Property Acquisition, Survey Standards:

a. *Engineering Design Criteria*. Engineering design criteria for the Project shall be in accordance with City Codes and the City's Engineering Design Standards, and those listed on the Scope and Fee. The Consulting Engineer shall follow and complete the City's Engineering Design Plan Checklist with each plan submittal.

b. *Property Acquisition*. In the event real property interest acquisition is a service required pursuant to this Contract, then all of the following standards shall apply:

(i) Consulting Engineer shall provide standard title reports for each property interest.

(ii) Consulting Engineer shall provide written metes and bounds legal descriptions and related exhibits for each permanent property interest to be acquired.

(iii) Legal descriptions and exhibits shall be sealed by a Missouri Professional Land Surveyor.

c. *Surveying Standards*. In addition to the standard of care for survey services, these standards shall apply to any surveying services required:

(i) Identify all easements and encumbrances known to exist at the time of the survey. Identification shall include the physical location and reference to the written or recorded location.

(ii) Surveying work shall reference the Missouri Coordinate System of 1983 in accordance with 10 CSR 30-2.050 and applicable supporting requirements thereof.

(iii) Topographic surveying work shall meet the Missouri Mapping Standards in accordance with 10 CSR 30-6, Class I, at a scale of **1 in. = 50 ft.** and contour interval of **1 ft.**, and applicable supporting requirements thereof.

(iv) A minimum of four control points per mile with base line(s) tied to all control points on paper plans is required.

(v) Right-of-Way or Easement Property Strip Maps surveying work shall be performed in accordance with the General Land Surveying Requirements, Accuracy Standards, and the United States Public Land Survey requirements of the Missouri Minimum Standards for Property Boundary Surveys, 10 CSR 30-2.030, 10 CSR 30-2.040, and 10 CSR 30-3 and applicable supporting requirements thereof.

(vi) Boundary surveys shall be executed in accordance with the Missouri Minimum Standards for Property Boundary Surveys and these boundary surveys shall be properly recorded in the office of the St. Charles County Recorder of Deeds.

**SECTION IV: CITY OF ST. CHARLES RESPONSIBILITIES.**

A. COMMUNICATION. The City shall provide to the Consulting Engineer applicable Program Criteria; examine and timely respond to Consulting Engineer submissions; and give written notice to Consulting Engineer, who shall respond within five business days (including a request for additional time), whenever the City observes or otherwise becomes aware of any defect in the Engineering Services.

B. ACCESS. The City will provide access for the Consulting Engineer to enter public and private property necessary for the completion of the Project.

C. DUTIES. The City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in **Schedule A**, Consulting Engineer Scope of Services, as the City's responsibility.

D. PROJECT REPRESENTATIVE. The City shall designate a Project Manager to represent the City in coordinating the Project with the Consulting Engineer, with the authority to communicate instructions, policies, and decisions of the City. The Project Manager is subject to change, but City shall notify the Consulting Engineer in writing of changes in the status or availability of its Project Manager.

**SECTION V: GENERAL PROVISIONS.**

A. TERMINATION.

1. Notice: The City shall have the authority and right to terminate this Contract for cause or for its convenience and without cause or default on the part of the Consulting Engineer, by providing ten (10) days' written notice of the termination to the Consulting Engineer. Upon receipt of notice of termination from the City, the Consulting Engineer shall, at City's option as contained in the notice: (1) immediately cease all Engineering Services; or (2) meet with the City and, subject to the City's approval, determine what Engineering Services shall be required of the Consulting Engineer in order to bring the Project to a reasonable termination in accordance with the request of the City. The Consulting Engineer shall also provide to the City copies of all Engineering Documents completed or partially completed at the date of termination.

If the City defaults on its obligation pursuant to this Contract, the Consulting Engineer is entitled to terminate this Contract by providing ten (10) days written notice to the City.

2. Termination for Cause: If this Contract is terminated for cause, after notice to the Consulting Engineer and a period of ten (10) days for the Consulting Engineer to remedy the cause for termination, the City may take over the Engineering Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer, and the Consulting Engineer shall be liable to the City for reasonable excess costs incurred by the City by reason of such prosecution and completion. When the Contract has been terminated, such termination shall not affect any rights or remedies of the City against the

Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due the Consulting Engineer shall not release the Consulting Engineer from liability.

3. Compensation for Convenience Termination: If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Consulting Engineer for all Engineering Services completed to the date of its receipt of the termination notice and for any additional Engineering Services requested by the City to bring the Project to reasonable termination. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If the City terminates this Contract for cause or default by the Consulting Engineer, the City shall compensate the Consulting Engineer for the reasonable cost of Engineering Services completed to the date of its receipt of the termination notice. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights and remedies against the Consulting Engineer including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: The Consulting Engineer shall not be responsible for errors or omissions in documents which are incomplete as a result of an early termination of this Contract pursuant to this Section.

6. Non Appropriation Clause: Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

B. DISPUTE RESOLUTION.

The City and the Consulting Engineer agree that disputes regarding the Project shall first be addressed by negotiations between the parties. If negotiations 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 Consulting Engineer shall proceed with the Engineering Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the

Consulting Engineer's completed services unless the Consulting Engineer gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

C. OWNERSHIP OF ENGINEERING DOCUMENTS.

All Engineering Documents prepared in connection with this Project shall be the property of the Consulting Engineer, whether the Project for which they are made is constructed or not. However, the Consulting Engineer shall provide the City a copy of all completed or, in the case of termination of the project partially completed, documents in reproducible form, including but not limited to prints, reproductions, and electronic CAD files. Reports, plans, specifications, and related documents are the Consulting Engineer's copyrighted instruments, and at the option of the Consulting Engineer may so identify them by appropriate markings. Provided the Consulting Engineer is paid for its services, either by termination or completion of services, then City shall subsequently be entitled to use these documents without any additional compensation or agreement of the Consulting Engineer, however, such use, without written verification or adaptation by the Consulting Engineer for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to the Consulting Engineer whatsoever. If the City does reuse the Consulting Engineer's documents on another project, it shall retain Consulting Engineer or another licensed and insured professional engineer to review, adapt and seal such documents. The City does not take any responsibility for the use of documents by persons other than the City. The submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Consulting Engineer's right to the documents.

D. INSURANCE.

The Consulting Engineer shall maintain throughout the term of this Contract insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the City shall be named as an additional insured on all insurance policies, the Consulting Engineer's insurance will be primary to any insurance the City may have and the City's insurance shall be non-contributory.

1. Professional Liability: The Consulting Engineer shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this Contract for the Engineering Services performed pursuant to this Contract in a policy limit amount sufficient to cover Project Costs, or \$3,000,000.00 per claim and aggregate, whichever is less, for each claim/aggregate, and shall provide City with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The Consulting Engineer's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive termination of this Contract.

2. Commercial General Liability:

Each Occurrence	\$3,000,000
Personal & Advertising Injury	\$3,000,000
Products/Completed Operations	
Aggregate	\$3,000,000
General Aggregate	\$3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

- a. Contractual Liability
- b. Explosion, Collapse & Underground
- c. Independent Contractors

3. Automobile Liability Insurance: Policy shall protect the Consulting Engineer against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and must include protection for either:

- a. all owned, hire or non-owned motor vehicles of any type.

Limits: \$3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall insure the contractual liability assumed by the Consulting Engineer pursuant to this Contract.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

5. Industry Ratings: The City will only accept coverage from an insurance carrier that offers proof that the carrier:

- a. is licensed to do business in the State of Missouri; and
- b. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the Consulting Engineer's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

6. Subcontractor's Insurance: If a part of this Contract is to be sublet, then the Consulting Engineer shall either:

- a. cover all subcontractors under its insurance policies; or

b. require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

7. The Consulting Engineering or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

E. INDEMNITY.

1. Indemnification for General Liability or Non-Professional Negligence. The Consulting Engineer shall defend, indemnify, and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person or entity including loss of use resulting there from; or

b. not the result of professional negligence.

In addition, the Consulting Engineer's obligations shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of any of its elected officials, employees, officers, boards, commissions or agencies in those instances in which the City is named as an additional insured under the Consulting Engineer's Commercial General Liability insurance policy resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this

Contract, then the Consulting Engineer's obligations hereunder shall apply as though the insurance was in place.

2. Indemnification for Professional Negligence. The Consulting Engineer shall indemnify and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, in the performance of professional services pursuant to this Contract. The Consulting Engineer is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its elected officials, employees, officers, boards, commissions or agencies.

3. Additional provisions regarding the indemnification provided under paragraph E.1. and E.2. of this Contract. It is agreed as a specific element of consideration of this Contract that the indemnification provided by paragraphs E.1. and E.2. of this Contract shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party. In the case of any claims against the City, its elected officials, employees, officers, boards, commissions or agencies indemnified under this Contract, by an employee of the Consulting Engineer, its affiliates, subsidiaries, subcontractor or assignee, the indemnification obligations contained in this Contract shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer, its affiliates, subsidiaries, subcontractor or assignee, under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification section shall survive the termination of this Contract.

F. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this Contract, no person shall on the grounds of race, color, religion, sex, disability, national origin or other protected status be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under

any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination.

2. In all solicitation or advertisements for employees, the Consulting Engineer shall include the phrase "equal opportunity employer," or similar phrase approved by the City.

3. The Consulting Engineer shall include the provisions of paragraphs 1 and 2 in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Contract.

H. APPLICABLE LAW, JURISDICTION AND VENUE.

This Contract is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Contract or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the Eleventh Judicial Circuit Court of St. Charles County, Missouri.

I. ASSIGNMENT OF CONTRACT.

This Contract shall not be assigned or transferred by the Consulting Engineer without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES.

Nothing contained in this Contract shall create a contractual relationship with, or any rights in favor of, any third party. There shall be no intended or implied third party beneficiaries to this Contract.

K. INDEPENDENT CONTRACTOR.

The Consulting Engineer is an independent contractor and as such is not an employee of the City.

L. WORK PRODUCT FORMAT.

1. For documentation purposes, an original electronic media compatible with the City's own system on specified disk type and paper hard copies of 8-1/2" x 11" shall be prepared for the City's use. The number of hard copies and sizes will be determined in **Schedule A**, Scope of Services. If the City provides such electronic media to others for any purpose, the City shall require the electronic media to be returned to the City upon completion of such use. The City recognizes that such use of electronic media will be at the City's sole risk and without any liability risk or legal exposure to the Consulting Engineer.

2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a flash drive, CD, or other mutually agreeable format in either Microsoft Word file format or ASCII file format.

3. "Record" Drawings: After substantial completion of construction, the City and the construction contractor will provide copies of changes and alterations made in the field during construction to the Consulting Engineer to provide Record drawings, unless the Consulting Engineer has provided a flash drive or CD to the City on which the City can make changes. The Consulting Engineer has the right to rely on the information provided by the City and the construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

M. FEDERAL LOBBYING ACTIVITIES. Not Applicable.

N. COVENANT AGAINST CONTINGENT FEES.

The Consulting Engineer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consulting Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this representation and warranty, the City may terminate this Contract

without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS.

The Consulting Engineer shall exercise usual and customary professional care in its compliance with applicable laws, codes and regulations in effect as of the date of this contract. Design changes made necessary by newly enacted laws, codes and regulations after this date may entitle the Consulting Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Contract. The Consulting Engineer shall assist the City in applying for those permits and approvals required by law for projects similar to the one for which the Consulting Engineer's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by the Consulting Engineer and included in the Scope of Services of this Contract. The Consulting Engineer shall secure occupational and professional licenses necessary for the fulfillment of its obligations under this Contract.

P. TITLES, HEADINGS, SUBHEADINGS AND CAPITALIZATION.

The title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Contract. Some terms are capitalized throughout this Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE.

Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.

R. FEDERAL WORK AUTHORIZATION COMPLIANCE.

The Consulting Engineer acknowledges the award of this Contract requires compliance with Section 285.530 RSMo regarding enrollment and participation in the federal work authorization program with respect to all persons working in connection with the contracted services. The Consulting Engineer represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified work authorization program and that Consulting Engineer 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.

S. PROOF OF LAWFUL PRESENCE IN UNITED STATES.

The Consulting Engineer acknowledges award of this Contract requires compliance with Section 208.009 RSMo which requires the Consulting Engineer to provide the City with affirmative proof that person executing this Contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the Consulting Engineer this Contract.

T. COMPLIANCE WITH OFFENDER REGISTRATION REQUIREMENT.

The Consulting Engineer shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

U. TERM OF CONTRACT.

This Contract shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

V. NOTICES.

All notices that are required or permitted to be given hereunder shall be in writing, addressed to the parties hereto at their respective addresses set forth below and delivered by (a) United States registered or certified mail, with postage prepaid; (b) a commercial package courier/delivery service; (c) hand delivery; or (d) sent by facsimile to the facsimile numbers set forth below:

A. If to the City:  
City of St. Charles  
Attention: Director of Administration  
200 North Second Street  
St. Charles, MO 63301  
Fax No. 636-949-3267

B. If to the Consulting Engineer:  
  
HDR Engineering, Inc.  
Attention: Cory Imhoff, Sr. Vice President  
10450 Holmes Road, Ste. 600  
Kansas City, MO 64131

A notice sent by certified or registered mail shall be effective as of the third business day following the day it is deposited in the mail, whether or not it is received. A notice sent by courier or hand delivery is effective on delivery. A notice sent by facsimile is effective on the first business day following transmission of the facsimile, if the sender's facsimile machine prints a confirmation that the recipient received the facsimile transmission and if a copy of the notice is also mailed by first class mail to the party that was to receive the notice accompanied by a note that it confirms a facsimile notice previously given. Either party may designate a different address or addresses by giving the other party written notice of its new address(es).

W. AUTHORITY TO APPROVE AND EXECUTE

The Consulting Engineer and the City each represent and warrant that it has the lawful authority to enter into this Contract and to perform the duties and obligations thereto.

X. ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Schedule A – Consulting Engineer’s Scope of Services

Schedule B – Schedule of Fees and Hourly Rates

Schedule C – List of Subcontracted Services and Subcontractors

Schedule D – Notice and Instructions to Bidders/Vendors regarding §§ 285.525 through 285.550 RSMO, effective January 1, 2009



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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:  
*Jennifer O'Connor* 2/10/2026  
C5FB3E8A40BE40D...

Director of Finance

Date

**Schedule A**

Consulting Engineer Scope of Services

**City of St. Charles, Missouri**

**Wastewater Treatment Facility Nutrient Reduction Plan**

**Draft Scope of Services 1/7/2026**

**OVERVIEW AND PROJECT DESCRIPTION**

The City of St. Charles, Missouri (City or Owner), owns and operates two wastewater treatment facilities (WWTFs). The Missouri River WWTF is an extended aeration activated sludge plant with a design flow of 7.54 MGD, consisting of an influent pumping station, mechanical fine screen, grit removal, three oxidation ditches operated in series with biological nutrient removal, two secondary clarifiers, UV disinfection, and effluent pumping station. The Mississippi River WWTF is an activated sludge plant with a design flow of 9.63 MGD, consisting of a mechanical screening system, grit removal, three aerobic selectors, six aeration basins, four secondary clarifiers, and UV disinfection. Both facilities will be required to implement total phosphorus requirements in accordance with 10 CSR 20-7.015(9)(B)(2) by January 1, 2033.

The City has retained HDR to identify improvements needed for meeting future nutrient limits. The planning project will evaluate existing processes at both plants and identify process optimization opportunities for improved phosphorus and nitrogen removals. If through the evaluation it is identified that optimization alone is not enough to achieve the required reduction, the project will evaluate alternatives for capital improvements to meet the reduction goals. The project deliverable is expected to consist of a report evaluating alternatives at each WWTF including budgetary capital costs, operations and maintenance costs, and implementation schedule to meet the January 1, 2033 regulatory deadline.

**PROJECT TASKS**

This agreement includes professional services for the Wastewater Treatment Facility Nutrient Reduction Plan outlined in the Overview and Project Description. The proposed scope of services is as follows:

**1. Project Kickoff**

- Prepare data request for MO River WWTF operational benchsheet data, record drawings and previous reports.
- Client Kickoff Workshop: Conduct client kickoff meeting to review scope, schedule, communication protocol, project goals and findings from St Charles Water and Wastewater Capacity Study TM DRAFT (Capacity Study).
- Site Visit: Perform MO River and MS River WWTFs site visit. Half day per WWTF to review current operations with Contract Operator.
- Flow and Loads Evaluation:
  - Review and summarize MO River WWTF historical daily wastewater data for the last 5 years. Review flows and loads summary with City during a workshop to finalize.

**Assumptions**

- Nutrient Reduction Plan will be based on a 20-year planning horizon.
- City growth will be per the draft St. Charles Water and Wastewater Capacity Evaluation (Capacity Study) prepared by HDR, September 24, 2025 which indicated the developable area within the MO River WWTF service area is near full build out thus all future growth will be assumed to contribute to the MS River WWTF.
  - Existing and future flows and loads for the MS River WWTF will be per the Capacity Study and no Large Developer contributions will be included. Additional operational benchsheet data (up to 5 years) such as aeration basin MLSS may be requested to corroborate WWTF operations.
- Industrial contributions are assumed to remain consistent with existing WWTF influent.

- City shall provide responses back to the data request within 2-weeks in order to maintain the 7-month project schedule.
- No wastewater sampling will be performed. Recommend to perform special sampling prior to unit process design phase services.
- No condition assessment will be performed.
- No hydraulic capacity evaluations will be performed, and a hydraulic model of the existing MO and MS WWTFs will not be developed. Hydraulic elevations will be assumed based on record drawings.

#### Meetings/Workshops

- Workshop 1: Project Kickoff (virtual)
- Site visit to MS and MO WWTFs
- Workshop 2: Flows and Loads Evaluation and Regulatory Outlook (virtual)

#### Deliverables

- Meeting slides and minutes

## 2. Regulatory

### 2.1. Regulatory Review and Compliance Strategy

- Review anticipated regulatory and permitting requirements and timelines for Total Phosphorus (TP), Total Nitrogen (TN), and ammonia.
- Review past 5 years of discharge monitoring report data and project effluent limits for TP, TN, and ammonia based upon anticipated design flow at each facility.
- Evaluate bubble permitting strategy.
- Conduct and attend a virtual workshop to review with City.
- Coordinate and attend a virtual meeting with Missouri Department of Natural Resources (MDNR).
- Develop Regulatory Outlook and Permitting Strategy memorandum.

#### Assumptions

- None

#### Meetings/Workshops

- Workshop 2: Flows and Loads Evaluation and Regulatory Outlook (Virtual)
- MDNR meeting: Virtual meeting to discuss regulatory approach

#### Deliverables

- Regulatory Outlook and Permitting Strategy memorandum
- Workshop slides and meeting minutes

## 3. Nutrient Reduction Planning

- Review and establish existing secondary treatment capacity. Develop a process model (BioWIN) of the existing MO River WWTF. Use MS River WWTF process model from Capacity Study.
- Review existing operations and results of the MS River WWTF Nutrient Pilot Study with City and Contract Operator. Identify operational strategies to promote nutrient reduction with existing infrastructure.
- Screen nutrient reduction alternatives with the City to determine which alternatives to carry forward into the alternative analysis.
- Alternatives Analysis: Develop alternatives, conceptual site layouts, capital and comparative O&M costs (ie power, chemical etc). Up to two alternatives per WWTF.
- Prepare draft Nutrient Reduction Plan and submit to City for review and conduct workshop.

- Incorporate City review comments, finalize and submit final Nutrient Reduction Plan.

#### Assumptions

- Process model from Capacity Study will be used for the MS River WWTF.
- No non-economic/triple bottom line analysis will be performed.
- The Opinion of Probable Construction Cost (OPCC) developed for alternatives analysis will be consistent with ACEC Class 5 level estimates.
- Biosolids alternatives will not be evaluated, however the impacts of nutrient reduction alternatives on the existing biosolids processing will be discussed.

#### Meetings/Workshops

- Workshop 3: Existing Capacity, Operational Strategies for Nutrient Reduction, and Screen Alternatives (in person)
- Workshop 4: Review Alternatives, Capital and O&M Costs (in person)
- Workshop 5: Nutrient Reduction Plan Review (virtual)

#### Deliverables

- Workshop slides and meeting minutes
- Wastewater Treatment Facility Nutrient Reduction Plan

## 4. Project Management

- Prepare project guide including project management and quality management plans. These documents define a roadmap for project execution and include an internal budgeting plan, staffing plan, safety plan, quality control plan, and schedule
- Conduct internal Project Approach and Resource Review (PARR). The PARR is a review of our project approach and internal resource plan by management and technical leadership to verify project delivery efficiencies and quality.
- Conduct monthly management team review meetings throughout duration
- Provide monthly invoicing
- Project closeout

#### Assumptions

- Project Management fee is based upon a 7-month duration and will continue for the full project duration. An extension beyond 7-months will result in a scope and fee amendment.

#### Deliverables

- Monthly Invoicing.

#### Schedule

It is anticipated the scope of services will be completed within 7 months of the City's Notice to Proceed.

**Schedule B**

Schedule of Fees and Hourly Rates



**Client Name: St. Charles  
Project: Wastewater Treatment Facility Nutrient Reduction Plan  
Scope and Fee Estimate - 1/17/2026**

Staff Name	Rate Schedule Code	Project Role	Billing Rate	Burch, D.	Duckworth, C.	Bull, M.	Murphy, J.	Benich, M.	Malowick, C.	Young, P.	Coburn, B.	Christiansen, J.	Cavan, D.	Hagan, A.	Dwy, C.	Palmer, A.	Burckhardt, A.	Alvarado, R.	Total	
<b>Task 1 - Permit Kickoff</b>																				
1	Propose data request and kick-off negotiation	PE	\$395	2	4	4	2	2	8	1	2	2	2	0	0	0	0	0	0	\$2,020
2	Review data request and kick-off negotiation	PE	\$395	2	4	4	2	2	8	1	2	2	2	0	0	0	0	0	0	\$2,020
3	Site visit (MS and JAO WWTAP)	PE	\$100	10	10	10	12	12	8	1	12	12	12	0	0	0	0	0	0	\$3,240
4	Flow and Load Evaluation	PE	\$395	2	4	4	2	2	8	1	2	2	2	0	0	0	0	0	0	\$2,020
5	Workshop 2: Flow and Load Evaluation and Regulatory Outlook (Virtual)	PE	\$395	2	4	4	2	2	8	1	2	2	2	0	0	0	0	0	0	\$2,020
6	System Review	PE	\$395	4	8	8	4	4	0	0	0	0	0	0	0	0	0	0	0	\$3,160
7	Subtotal Dollars		\$1,500	\$5,830	\$5,700	\$760	\$600	\$5,200	\$3,000	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,640
<b>Task 2 - Review Regulatory and Permitting Requirements</b>																				
1	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	46	23	0	0	0	0	0	0	\$3,720
2	Project charter/feasibility study	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
3	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
4	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
5	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
6	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
7	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
8	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
9	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
10	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
11	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
12	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
13	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
14	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
15	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
16	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
17	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
18	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
19	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
20	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
21	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
22	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
23	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
24	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
25	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
26	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
27	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
28	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
29	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
30	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
31	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
32	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
33	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
34	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
35	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
36	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
37	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
38	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
39	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
40	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
41	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
42	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
43	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
44	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
45	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
46	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
47	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
48	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
49	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
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54	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
55	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
56	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
57	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
58	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
59	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
60	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
61	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
62	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
63	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
64	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0	0	\$1,560
65	Review regulatory and permitting requirements	PE	\$395	4	4	4	0	0	0	0	0	8	1	0	0	0	0	0		

**HDR Engineering, Inc. 2026 Hourly Billing Rates**  
**Effective through 12/26/2026**

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

<b>Description</b>	<b>Billing Rate/Hour</b>
Project Principal	\$400
Principal Project Manager/Senior Technical Specialist II	\$375
Principal Project Manager/Senior Technical Specialist I	\$350
Technical Specialist/Senior Project Manager III	\$325
Technical Specialist/Senior Project Manager II	\$300
Technical Specialist/Senior Project Manager I	\$285
Project/Design Manager V	\$265
Project/Design Manager IV	\$245
Project/Design Manager III	\$220
Project/Design Manager II	\$195
Project/Design Manager I	\$175
Engineer/Architect/Designer X	\$275
Engineer/Architect/Designer IX	\$260
Engineer/Architect/Designer VIII	\$240
Engineer/Architect/Designer VII	\$225
Engineer/Architect/Designer VI	\$210
Engineer/Architect/Designer V	\$190
Engineer/Architect/Designer IV	\$170
Engineer/Architect/Designer III	\$155
Engineer/Architect/Designer II	\$140
Engineer/Architect/Designer I	\$130
Cadd/BIM Manager II	\$250
Model Manager II/Cadd/BIM Manager I	\$225
Model Manager I/Cadd/GIS Technician VII	\$200
Cadd/GIS Technician VI	\$185
Cadd/GIS Technician V	\$170
Cadd/GIS Technician IV	\$155
Cadd/GIS Technician III	\$140
Cadd/GIS Technician II	\$120
Cadd/GIS Technician I	\$100
Environmental/Water Quality Scientist/Modeler V	\$250
Environmental/Water Quality Scientist/Modeler IV	\$210
Environmental/Water Quality Scientist/Modeler III	\$180
Environmental/Water Quality Scientist/Modeler II	\$150
Environmental/Water Quality Scientist/Modeler I	\$120
Survey Manager	\$225
Construction Manager II	\$250
Construction Manager I	\$235
Survey Technician/Construction Inspector VI	\$215
Survey Technician/Construction Inspector V	\$180
Survey Technician/Construction Inspector IV	\$160
Survey Technician/Construction Inspector III	\$140
Survey Technician/Construction Inspector II	\$125
Survey Technician/Construction Inspector I	\$100
Public Involvement/Communications/Graphic Designer V	\$250
Public Involvement/Communications/Graphic Designer IV	\$210
Public Involvement/Communications/Graphic Designer III	\$175
Public Involvement/Communications/Graphic Designer II	\$150
Public Involvement/Communications/Graphic Designer I	\$125
Engineering Support Staff V	\$190
Engineering Support Staff IV	\$175
Engineering Support Staff III	\$150
Engineering Support Staff II	\$130
Engineering Support Staff I	\$110
Admin Assistant	\$95

**Direct Expenses**

Personal Vehicle Mileage	CURRENT IRS RATE
Fleet Vehicle Mileage	*HDR CURRENT ANNUAL RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

\*Fleet Vehicle Mileage - determined based on HDR current annual rate, effective 7/1/25, annual rate is 88 cents \*(subject to change)

**Schedule C**

List of Subcontracted Services and Subcontractors

None

**Schedule D**

Notice and Instructions to Bidders/Vendors regarding §§ 285.525 through 285.550 RSMO,  
effective January 1, 2009

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.**

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

STATE OF Missouri )  
 )ss  
COUNTY OF Jackson )

Before me, the undersigned Notary Public, Cory Imhoff  
personally appeared who is Sr. Vice President (Title) of  
HDR Engineering, Inc. (Company Name), and after being sworn did depose  
and say:

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

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

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

Cory Imhoff  
Signature (Person with Authority)

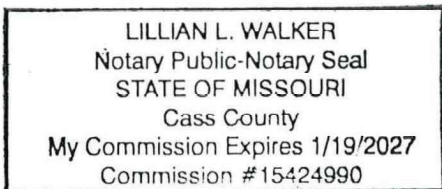
Cory Imhoff  
Printed Name

Sr. Vice President  
Title

4/9/2025  
Date

Subscribed and sworn to before me this 9<sup>th</sup> day of April, 2025.

My commission expires:  
Lillian L. Walker 4/9/2025  
Signature of Notary Date



## Certificate Of Completion

Envelope Id: E42CE5D1-5331-4F1E-9F1C-7C34A0578E18

Status: Sent

Subject: Please DocuSign: Yellow-CRS-HDR - WWTF Nutrient Reduction Plan

Source Envelope:

Document Pages: 38

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Maura Zackavec

AutoNav: Enabled

Comments: yes

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

maura.zackavec@stcharlescitymo.gov

IP Address: 35.130.51.195

## Record Tracking

Status: Original

Holder: Maura Zackavec

Location: DocuSign

1/30/2026 1:58:58 PM

maura.zackavec@stcharlescitymo.gov

## Signer Events

## Signature

## Timestamp

Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication (None)

Signed by:

C2B12E8A759A480...

Sent: 1/30/2026 2:25:47 PM

Viewed: 1/30/2026 2:32:44 PM

Signed: 1/30/2026 2:32:54 PM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS

Sent: 1/30/2026 2:32:58 PM

Viewed: 2/2/2026 2:05:58 PM

Signed: 2/2/2026 2:11:39 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 140.141.255.148

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

CA2B397B773142A...

Sent: 2/2/2026 2:11:42 PM

Viewed: 2/3/2026 8:31:38 AM

Signed: 2/3/2026 8:34:29 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DS

Sent: 2/3/2026 8:34:33 AM

Viewed: 2/3/2026 9:11:18 AM

Signed: 2/3/2026 9:12:05 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

### Electronic Record and Signature Disclosure:


Not Offered via DocuSign

## Signer Events

## Signature

## Timestamp


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

DocuSigned by:  
  
25D56664397942C...  
  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 35.130.51.195

Sent: 2/3/2026 9:12:09 AM  
Resent: 2/9/2026 11:47:57 AM  
Viewed: 2/10/2026 9:44:11 AM  
Signed: 2/10/2026 9:44:29 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

DocuSigned by:  
  
C5FB3E8A40BE40D...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 35.130.51.195

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Signed: 2/10/2026 9:55:45 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

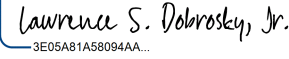
Maura Zackavec  
maura.zackavec@stcharlescitymo.gov  
Administrative Associate  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

**Completed**  
  
Using IP Address: 35.130.51.195

Sent: 2/10/2026 11:53:40 AM  
Viewed: 2/10/2026 11:53:57 AM  
Signed: 2/10/2026 12:02:03 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.  
lawrence.dobrosky@stcharlescitymo.gov  
Director of Administration  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
3E05A81A58094AA...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 35.130.51.195

Sent: 2/10/2026 9:55:51 AM  
Viewed: 2/10/2026 1:24:15 PM  
Signed: 2/10/2026 1:24:37 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Emily B. Galantowicz  
emily.galantowicz@stcharlescitymo.gov  
Assistant City Clerk  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

Sent: 2/10/2026 1:24:41 PM  
Viewed: 2/10/2026 3:55:52 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
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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: 2/10/2026 9:55:50 AM

Viewed: 2/10/2026 11:45:23 AM

Amy Milstead

amy.milstead@stcharlescitymo.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

1/30/2026 2:25:47 PM

Envelope Updated

Security Checked

2/10/2026 11:53:40 AM

Payment Events	Status	Timestamps
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Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Public Works	<b>Department Contact:</b>	MAURA ZACKAVEC
<b>Vendor Name &amp; NWS#:</b>	#973 - MISSISSIPPI LIME COMPANY		
<b>Description/Purpose:</b>	AMENDMENT #2 TO INCREASE CONTRACT AMOUNT		
<b>Account #:</b>	514-500-533-766111-		
<b>Project #:</b>	N/A		
<b>Amount of this Routing:</b>	\$ 65,701.27	<b>Change PO #:</b>	2025186
<b>Contract Type:</b>	Contract Amendment	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	09/09/25 - 12/31/2025	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	23-022R2	<b>Amendment #</b>	2
		<b>Renewal #</b>	N/A
<b>Original Contract Value:</b>	\$ 650,000.00	<b>Total of Previous Amendments:</b>	\$ 250,000.00
<b>Total Contract Value:</b>	\$ 965,701.27		

DS  
MLO

**Certifications: to be completed by Originating Department Director**

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

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.

<b>Printed Name:</b>  LARRY PERNEY	<b>Signature:</b> <small>Signed by:</small> <i>Larry Perney</i>	  1/23/2026
--	---	-------------------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 1/27/2026
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 1/27/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 1/27/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 1/28/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS  
MLO



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 02/24/2026

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): ALL

Sponsor(s): ALL

**Description:**

Contract amendment #2 - increase funds on contract for purchase of lime at water treatment plant

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Staff requests approval of contract amendment #2 to increase the authorized expenditure for the purchase of lime for the water treatment plant. The additional funds are necessary to maintain adequate chemical supply for ongoing water treatment operations through the end of the fiscal year.

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

**Fiscal Impact:** 65,701.27 **Select One** 2025186

**Account #:** 514-500-533-766111-

**Project #:** N/A

RCA prepared by: MZG Dept. Dir.  Finance Dir.  Dir. of Admin.

AMENDMENT NO. 2

This Second Amendment to Contract C23-022 between the City of St. Charles, Missouri (Owner), and Mississippi Lime Company, LLC, dba MLC (Contractor) is effective as of the date of final signature below. For the consideration stated herein, Owner and Contractor agree as follows:

1. This contract amendment shall be under the same terms and conditions as in Contract C23-022 in the amount of Sixty-Five Thousand Seven Hundred One Dollars and Twenty-Seven Cents (\$65,701.27). This increases the contract to Nine Hundred Sixty-Five Thousand Seven Hundred One Dollars and Twenty-Seven Cents (\$965,701.27).
2. All other terms and conditions of Contract C23-022 shall remain in full force and effect.

MISSISSIPPI LIME COMPANY:

CITY OF SAINT CHARLES, MISSOURI:

Kelly Pippine Jan 23 2026  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Daniel J. Borgmeyer Date  
 Mayor

By: Kelly Pippine, VP, Sales, Marketing & Innovation  
 (Print Name and Title)

Corporate Attest (if applicable):

Attest:

Renee Martin Jan 23 2026  
 \_\_\_\_\_  
 By: Date

\_\_\_\_\_  
 City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:  
Jennifer O'Connor 1/27/2026  
 \_\_\_\_\_  
 CSFB3E8A40BE40D...  
 Director of Finance Date

## Certificate Of Completion

Envelope Id: 4AF695E2-817B-4866-972A-BE937CE4EE5E  
 Subject: Please DocuSign: Yellow-CRS-Amendment 2 - C23-022 - Mississippi Lime  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 3  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Maura Zackavec  
 200 N Second St  
 Saint Charles, MO, MO 63301  
 maura.zackavec@stcharlescitymo.gov  
 IP Address: 35.130.51.195

## Record Tracking

Status: Original  
 1/23/2026 9:12:04 AM

Holder: Maura Zackavec  
 maura.zackavec@stcharlescitymo.gov

Location: DocuSign

## Signer Events

Larry Perney  
 lawrence.perney@stcharlescitymo.gov  
 Asst. CA  
 SHI OBO City of St Charles  
 Security Level: Email, Account Authentication  
 (None)

## Signature


Signed by:  
  
 C2B12E8A759A480...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

## Timestamp

Sent: 1/23/2026 9:13:43 AM  
 Viewed: 1/23/2026 10:48:02 AM  
 Signed: 1/23/2026 10:48:29 AM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign


Willie Hantack  
 William.Hantack@stcharlescitymo.gov  
 Audit & Accounting Manager  
 City of Saint Charles, MO  
 Signing Group: Senior Financial Analysts  
 Security Level: Email, Account Authentication  
 (None)

  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 140.141.255.148

Sent: 1/23/2026 10:48:30 AM  
 Viewed: 1/26/2026 3:26:59 PM  
 Signed: 1/26/2026 3:28:12 PM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign


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

Signed by:  
  
 CA2B397B773142A...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 35.130.51.195

Sent: 1/26/2026 3:28:13 PM  
 Viewed: 1/27/2026 9:15:20 AM  
 Signed: 1/27/2026 9:16:52 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)

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

Sent: 1/27/2026 9:16:53 AM  
 Viewed: 1/27/2026 1:47:18 PM  
 Signed: 1/27/2026 1:49:34 PM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

## Signer Events

## Signature

## Timestamp

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

DocuSigned by:  
*Holly Magdziarz*  
25D56664397942C...

Sent: 1/27/2026 1:49:35 PM  
Viewed: 1/27/2026 4:46:50 PM  
Signed: 1/27/2026 4:47:02 PM

Signature Adoption: Uploaded Signature Image  
Using IP Address: 35.130.51.195

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

DocuSigned by:  
*Jennifer O'Connor*  
C5FB3E8A40BE40D...

Sent: 1/27/2026 4:47:04 PM  
Viewed: 1/27/2026 9:15:39 PM  
Signed: 1/27/2026 9:15:53 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 67.6.13.158  
Signed using mobile

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lawrence S. Dobrosky, Jr.  
lawrence.dobrosky@stcharlescitymo.gov  
Director of Administration  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Lawrence S. Dobrosky, Jr.*  
3E05A81A58094AA...

Sent: 1/27/2026 9:15:55 PM  
Viewed: 1/28/2026 8:53:15 AM  
Signed: 1/28/2026 8:53:28 AM

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Emily B. Galantowicz  
emily.galantowicz@stcharlescitymo.gov  
Assistant City Clerk  
City of Saint Charles, MO  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Emily B. Galantowicz*  
3E05A81A58094AA...

Sent: 1/28/2026 8:53:29 AM  
Resent: 2/9/2026 11:22:49 AM  
Viewed: 2/10/2026 4:15:49 PM

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

DocuSigned by:  
*Daniel J. Borgmeyer*  
3E05A81A58094AA...

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

DocuSigned by:  
*Kim Hudson*  
3E05A81A58094AA...

**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

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 1/27/2026 9:15:54 PM  
Viewed: 1/28/2026 7:43:12 AM

Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/23/2026 9:13:43 AM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**RCA FORM (OFFICE USE ONLY)**

Bill # N/A

MEETING/DATE: 2/24/2026  
Regular  Special  Comm. of Whole   
ATTACHMENT: YES  NO   
Report  Resolution  Ordinance

**Request for Council Action**

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

**Description:**

Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (Police Department)

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

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

**Summary:**

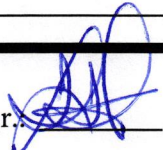
Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

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

**Fiscal Impact:** N/A

**Account #:** N/A

**Project #:** N/A

RCA Prepared by CEK On Behalf of NA Council Member(s): NA Dept. Dir. 



## RECORDS DESTRUCTION FORM

**Purge Date:** \_\_\_\_\_ *(to be completed by City Clerk staff)*  
**Department:** POLICE DEPARTMENT

DATE	SECTION USED TO DETERMINE RETENTION SCHEDULE	NAME OF RECORDS	YEAR(S) OF RECORDS	MINIMUM RETENTION PERIOD
1/13/2026	GS 007	ACCOUNTS PAYABLE RECORDS	2020	5 YEARS
		INVOICES, STATEMENTS, PURCHASE ORDERS,		
		P-CARD RECEIPTS & SIMILAR DOCUMENTS		

GS = General Schedule  
 COA = Completion of Audit  
 MRRS = Municipal Record Retention Schedules

Submitted by: H. SCHNELLE HS Date: 1/13/2026

Approved by: George Grow Date: 1/13/2026  
DocuSigned by: 175926E3CF664AD...  
 Printed Name

Approved by: George Grow  
DocuSigned by: 175926E3CF664AD...  
 Signature

**CITY OF ST. CHARLES**  
**INTERDEPARTMENTAL COMMUNICATION**

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: February 09, 2026

Subject: Monies collected and deposited in January 2026

---

Remarks:

The Municipal Division collected and deposited a total of **\$127,767.27** during the month of January 2026.

The Municipal Division disbursed a grand total of **\$110,393.56** to the City of Saint Charles.

MISSOURI JUDICIARY  
ST. CHARLES CITY MUNICIPAL  
CIRCUIT COURT DISBURSEMENT LISTING  
SUMMARY REPORT

FROM 01-Jan-2026 TO 31-Jan-2026

ST CHARLES CITY MUNICIPAL  
Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
<b>Total Checks Issued</b>			
Restitution	5034	2,571.08	(10)
Due To Debt Collection	5074	5,199.52	(35)
Clerk Fee-Municipal	6002	3,323.26	(1)
Court Automation	6008	4,615.12	(1)
CVC Surcharge State	6016	4,700.81	(1)
CVC Surcharge Muni	6018	102.48	(1)
Law Enf Arrest-Local	6020	1,740.92	(1)
LET-County	6022	1,313.18	(1)
POST-State	6024	659.28	(1)
Dom Viol - Muni	6032	2,631.49	(1)
Fine-Muni Ordin Other	6040	37,399.85	(1)
Inmate Security Fund	6056	1,317.50	(1)
Clerk Fee-E/R	6102	4,588.37	(1)
CVC Surcharge-E/R	6118	141.48	(1)
Fines-E/R	6141	39,739.35	(1)
Overpayment-E/R	6168	0.08	(1)
Overpayments Detail Code	7506	30.08	(2)
Bond Forfeit-E/R	9201	6,750.00	(1)
Bonds Forfeited	9202	10,943.50	(1)
Bonds Refunded	9204	2,926.32	(24)
<b>Total Checks Voided</b>			
Checks Without APDC Code		0.00	(8)
Overpayments Detail Code	7506	-0.08	(1)
Bonds Refunded	9204	-28.00	(2)
<b>Net Cash Out</b>		<b>130,665.59</b>	<b>(98)</b>
		- 2,926.32	Bonds Refunded
		<u>\$ 127,739.27</u>	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.*

<b>I. COURT INFORMATION</b>	Municipality: St. Charles City Municipal	Reporting Period: Jan 1, 2026 - Jan 31, 2026
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		

<b>II. MONTHLY CASELOAD INFORMATION</b>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	155	8,306	2,217
B. Cases (citations/informations) filed	10	848	102
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	8	432	43
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	242	0
6. dismissed by court	0	28	0
7. <i>nolle prosequi</i>	0	74	12
8. certified for jury trial (not heard in Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>8</b>	<b>776</b>	<b>55</b>
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	157	8,378	2,264
E. Trial de Novo and/or appeal applications filed	0	0	0

<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # Issued during reporting period	727	1. # Issued during period	0
2. # Served/withdrawn during reporting period	397	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	7,887		

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: St. Charles City Municipal	Reporting Period: Jan 1, 2026 - Jan 31, 2026
--------------------------	--	--

<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$39,739.35	Court Automation	\$4,615.12
Clerk Fee - Excess Revenue	\$4,588.37	Due To Debt Collection	\$5,199.52
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$141.48	Law Enf Arrest-Local	\$1,740.92
Bond forfeitures (paid to city) - Excess Revenue	\$6,750.00	Overpayment-E/R	\$0.08
<b>Total Excess Revenue</b>	<b>\$51,219.20</b>	<b>Total Other Disbursements</b>	<b>\$11,585.64</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
Fines - Other	\$37,399.85	<b>Bond Refunds</b>	<b>\$2,898.32</b>
Clerk Fee - Other	\$3,323.26	<b>Total Disbursements</b>	<b>\$130,665.59</b>
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$659.28		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$4,700.81		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$102.48		
Law Enforcement Training (LET) Fund surcharge	\$1,313.18		
Domestic Violence Shelter surcharge	\$2,631.49		
Inmate Prisoner Detainee Security Fund surcharge	\$1,317.50		
Restitution	\$2,571.08		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$10,943.50		
<b>Total Other Revenue</b>	<b>\$64,962.43</b>		

**RCA FORM (OFFICE USE ONLY)**

Bill # 14058

MEETING/DATE: 2/24/2026

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): All Councilmembers

**Description:**

The Police Department requests authorization to apply for and accept funds from the Missouri Department of Transportation (MODOT) Traffic Enforcement Grant for overtime reimbursement.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

The Police Department requests authorization to apply for and accept funds from the Missouri Department of Transportation (MODOT) Traffic Enforcement Grant that would reimburse overtime payments for Impaired Driving Enforcement and Hazardous Moving Violation Enforcement. The amount is not to exceed \$30,000.00. The grant period will be October 1, 2026 through September 30, 2027.

Requested Reimbursement Amounts:  
Impaired Driving Enforcement \$15,000.00  
Hazardous Moving Violation Enforcement \$15,000.00

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

**Fiscal Impact:** \$ 30,000.00 N/A

**Account #:** Impaired Driving Revenue: 100-199-199-431209

Hazardous Moving Revenue: 100-199-199-431209

Impaired Driving & Hazardous Moving Expense: 100-220-210-610003

**Project #:** \_\_\_\_\_

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

Bill No. 14058

Ordinance No. \_\_\_\_\_

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

AN ORDINANCE AUTHORIZING THE SUBMISSION OF TRAFFIC ENFORCEMENT GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (“MODOT”) FOR THE POLICE DEPARTMENT TO RECEIVE FUNDING FOR OVERTIME REIMBURSEMENT OF POLICE OFFICERS ASSIGNED TO THE TRAFFIC ENFORCEMENT TASK FORCE AND, SPECIFICALLY, FOR IMPAIRED DRIVING ENFORCEMENT AND HAZARDOUS MOVING VIOLATION ENFORCEMENT, FOR THE PERIOD OF OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. The City Council hereby authorizes the Police Department to submit Traffic Enforcement Applications to the Missouri Department of Transportation (“MODOT”) for the receipt of overtime reimbursement of Police Officers assigned to the Traffic Enforcement Task Force for the period of October 1, 2026 through September 30, 2027, which shall be substantially the same in form as attached hereto and identified as Exhibit A.

SECTION 2. The Mayor and City Clerk are hereby authorized and directed to furnish such information as MODOT may reasonably request in connection with the application, to sign all necessary documents on behalf of the City, to furnish such assurances to MODOT as may be required by law or regulation, and to sign all documents necessary to receive payment.

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

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

\_\_\_\_\_  
Approved as to Legal Form:

\_\_\_\_\_  
Attest:

Holly Magdziarz 2/10/26  
\_\_\_\_\_  
Holly Magdziarz, City Attorney Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk





## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

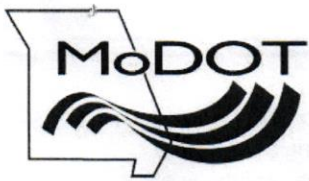
\_\_\_\_\_  
Council Member

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Kimberly Hudson, City Clerk





Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2026 through September 30, 2027

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

(Application due by March 01, 2026)

Agency: St. Charles City Police Dept.

Agency ORI#: MO0920300

Address: 1781 Zumbahl Road

Federal Tax ID#: 436003120

UEI: KCAHBEAE9288

City: St. Charles

State: MO

Zip: 63303-2763

County: St. Charles

Phone: 636-949-3300

Fax: 636-949-3568

Contact: Lt. Roderick Jones

Email: roderick.jones@stcharlescitymo.gov

Jurisdiction: Urban

Jurisdiction Population: 58,166

Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: HMV Enforcement

Requested Amount: \$15,000.00

Brief Description: HAZARDOUS MOVING VIOLATION

Dan Borgmeyer

Authorizing Official

Authorizing Official Signature

Mayor

Authorizing Official Title



Attest:

Kimberly Hudson, City Clerk

## PROBLEM IDENTIFICATION

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Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

The following statistical information regarding traffic crashes for the City of St. Charles was obtained for reporting periods 2019 to 2021:

1. Total Traffic Crashes: 5774 - ranks # 6 in State of Missouri
2. Fatal Traffic Crashes: 12 - ranks #12 in State of Missouri
3. Disabling Traffic Crashes: 98- ranks # 9 in State of Missouri
4. Speeding Involved Crashes: 554 - ranks # 5 in State of Missouri
5. Distraction Involved Traffic Crashes: 466 - ranks # 5 in State of Missouri
6. 21 and Under Driver Involved Traffic Crashes: 778 - ranks # 3 in State of Missouri

## GOALS/OBJECTIVES

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As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

The total number of traffic crashes in the City of St. Charles, from data taken from the MSHP for years 2021-2023, is 5849. This is an increase from the previous grant year of approximately 20. Our goal is to reduce the yearly average by 2% thru education and traffic enforcement details.

## PROJECT DESCRIPTION

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Officers will conduct hazardous moving violation patrols in areas identified by our crime analyst as high crash locations and city complaint email. The day, times, and location of these patrols will be determined on a month to month basis based on the data analysis review.

Our department will be conducting regularly scheduled selective enforcement at high traffic crash location . We will also participate in statewide Speed Enforcement Campaign in an effort to lower traffic crashes in our area .

**SUPPLEMENTAL INFORMATION**

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	No
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:  Our agency does not restrict cell phone use by a policy, but it is recommended that the officer pull over when using the phone. Our city does have a texting and driving ordinance.	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	No
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  none	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

18 What is the location of your project (City, County, or Counties)?

St. Charles City/ St. Charles County, Missouri

19 What is your organization type?

Enforcement Agency

20 If answered OTHER, please explain.

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

21 Total number of DWI violations written by your agency.	184
22 Total number of speeding citations written by your agency.	2081
23 Total number of HMV citations written by your agency.	1893
24 Total number of child safety/booster seat citations written by your agency.	15
25 Total number of safety belt citations written by your agency.	48
26 Total number of warnings issued.	1000

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

27 Total number of traffic crashes.	5774
28 Total number of traffic crashes resulting in a fatality.	12
29 Total number of traffic crashes resulting in a serious injury.	98
30 Total number of speed-related traffic crashes.	554
31 Total number of speed-related traffic crashes resulting in a fatality.	1
32 Total number of speed-related traffic crashes resulting in a serious injury.	21
33 Total number of alcohol-related traffic crashes.	282
34 Total number of alcohol-related traffic crashes resulting in a fatality.	2
35 Total number of alcohol-related traffic crashes resulting in a serious injury.	12
36 Total number of unbuckled fatalities.	207

37 Total number of unbuckled serious injuries. 2

**Enter your agency's information below.**

38 Total number of commissioned law enforcement officers. 98

39 Total number of commissioned patrol and traffic officers. 92

40 Total number of commissioned law enforcement officers available for overtime enforcement. 98

41 Total number of vehicles available for enforcement. 45

42 Total number of radars/lasers. 45

43 Total number of in-car video cameras. 45

44 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

10 pbt's

45 Total number of Breath Instruments. 3

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

46 Identify primary enforcement locations.

IS-70 Eastbound and westbound from Cave Spring to the Blanchette Bridge.  
First Capitol/70  
First Capitol/Zumbehl  
First Capitol  
Fifth St/Bass Pro  
Fifth St. IS-70

47 Enter the number of enforcement periods your agency will conduct each month. 8

48 Enter the months in which enforcement will be conducted.

October 2025 - September 2026

49 Enter the days of the week in which enforcement will be conducted.

Sunday through Saturday.

50 Enter the time of day in which enforcement will be conducted.

Enforcement will be conducted from 6:00 am - 7:00 pm.

51 Enter the number of officers assigned during the enforcement period. 3

52 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state MIBRS, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

A monthly review of traffic crash data ( total number of crashes)will be conducted to determine if there is a reduction. We will review enforcement tactics to determine if new techniques can be used to be more effective in reducing our area crashes .

ADDITIONAL FUNDING SOURCES

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**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and/or Fringe	Officer Overtime Cost	300	\$50.00	\$15,000.00	\$0.00	\$15,000.00
					<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>
<b>Total Contract</b>					<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>

ATTACHMENTS

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Document Type

Description

Original File Name

Date Added



### CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.



\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

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Council Member

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Council Member

\_\_\_\_\_  
Council Member

**Attest:** \_\_\_\_\_  
Mayor

\_\_\_\_\_  
**Kimberly Hudson, City Clerk**



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2026 through September 30, 2027**

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102

(Application due by March 01, 2026)

**Agency:** St. Charles City Police Dept.

**Agency ORI#:** MO0920300

**Address:** 1781 Zumbahl Road

**Federal Tax ID#:** 436003120

**UEI:** KCAHBEAE9288

**City:** St. Charles

**State:** MO

**Zip:** 63303-2763

**County:** St. Charles

**Phone:** 636-949-3300

**Fax:** 636-949-3568

**Contact:** Lt. Roderick Jones

**Email:** roderick.jones@stcharlescitymo.gov

**Jurisdiction:** Urban

**Jurisdiction Population:** 58,166

**Targeted Population:** Impaired Drivers

**Project activity for which your agency is requesting funding:**

Impaired Driving

**Project Title:** Impaired Driver Enforcement

**Requested Amount:** \$15,000.00

**Brief Description:** Enforcement of Impaired Drivers



Dan Borgmeyer

\_\_\_\_\_  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

Mayor

\_\_\_\_\_  
**Authorizing Official Title**

**Attest:**

\_\_\_\_\_  
**Kimberly Hudson, City Clerk**

## PROBLEM IDENTIFICATION

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Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

The City of St. Charles had 5774 traffic crashes between 2022-2024. Of those crashes, 282 were alcohol related with (2) being fatalities and 12 resulting in serious injuries.

St. Charles ranking in the state are as:

- #4 in alcohol related crashes
- #7 in disabling injury were alcohol is involved
- #7 in fatal crashes involving alcohol

## GOALS/OBJECTIVES

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As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

The City of St. Charles goals during this grant period is to reduce alcohol related driving and crashes by 2%

## PROJECT DESCRIPTION

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Patrol/Traffic Unit Officers will conduct enforcement looking for impaired drivers in problematic crash areas using data pulled from our crime analyst. They will monitor areas where large events occur that include the consumption of alcohol. Officers will also participate in the County-wide DWI Task force (1 per month). These patrols will occur seven days a week between the hours of 1800 hrs. - 0300 hrs.

We will monitor social media sites for parties, car shows, and special events that provide alcohol to participants.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	No
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:  <div style="margin-left: 40px;">Our agency does not restrict cell phone usage while driving however, it is recommended that officers pull over to the shoulder of the roadway when possible.</div> <div style="margin-left: 40px;">The department does have a texting and driving ordinance.</div>	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  no	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

18 What is the location of your project (City, County, or Counties)?

St. Charles City/County, Missouri

19 What is your organization type?

Enforcement Agency

20 If answered OTHER, please explain.

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

21 Total number of DWI violations written by your agency.	184
22 Total number of speeding citations written by your agency.	2081
23 Total number of HVM citations written by your agency.	1893
24 Total number of child safety/booster seat citations written by your agency.	15
25 Total number of safety belt citations written by your agency.	48
26 Total number of warnings issued.	1000

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

27 Total number of traffic crashes.	5774
28 Total number of traffic crashes resulting in a fatality.	12
29 Total number of traffic crashes resulting in a serious injury.	98
30 Total number of speed-related traffic crashes.	554
31 Total number of speed-related traffic crashes resulting in a fatality.	1
32 Total number of speed-related traffic crashes resulting in a serious injury.	21
33 Total number of alcohol-related traffic crashes.	282
34 Total number of alcohol-related traffic crashes resulting in a fatality.	2
35 Total number of alcohol-related traffic crashes resulting in a serious injury.	12
36 Total number of unbuckled fatalities.	207

37 Total number of unbuckled serious injuries. 2

**Enter your agency's information below.**

38 Total number of commissioned law enforcement officers. 98

39 Total number of commissioned patrol and traffic officers. 92

40 Total number of commissioned law enforcement officers available for overtime enforcement. 98

41 Total number of vehicles available for enforcement. 45

42 Total number of radars/lasers. 45

43 Total number of in-car video cameras. 45

44 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

10 pbt's

45 Total number of Breath Instruments. 3

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

46 Identify primary enforcement locations.

IS-70 eb/wb from Cave Springs to Blanchette Bridge.

Within the City limits of St. Charles and St. Charles County during DWI Saturation

47 Enter the number of enforcement periods your agency will conduct each month. 8

48 Enter the months in which enforcement will be conducted.

October 2026 - September 2027

49 Enter the days of the week in which enforcement will be conducted.

Sunday-Saturday

50 Enter the time of day in which enforcement will be conducted.

0800 hrs - 0400 hrs.

51 Enter the number of officers assigned during the enforcement period. 3

52 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

n/a

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state MIBRS, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The goal of this department is to decrease alcohol/impaired driving by 2%. Data obtained via our crime analyst will be used to gauge our enforcement effectiveness.

**ADDITIONAL FUNDING SOURCES**

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none

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and/or Fringe	Officer overtime	300	\$50.00	\$15,000.00	\$0.00	\$15,000.00
					\$15,000.00	\$0.00	\$15,000.00
<b>Total Contract</b>					\$15,000.00	\$0.00	\$15,000.00

## ATTACHMENTS

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Document Type

Description

Original File Name

Date Added

**RCA FORM (OFFICE USE ONLY)**

Bill # 14059

MEETING/DATE: 2/24/2026

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Bart Haberstroh

**Description:**

AN ORDINANCE AMENDING ORD #25-086 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2026 (BUDGET AMENDMENT #2).

**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 second budget amendment for the year 2026.

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

**Fiscal Impact:** \_\_\_\_\_ N/A \_\_\_\_\_ N/A

**Account #:** Multiple - Please see details in Bill  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project #:** \_\_\_\_\_

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

Bill No. 14059

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 #2)

Whereas, the Mayor has recommended to the City Council that the 2025 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

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

SECTION 1. Ordinance Number 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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
410-199-199-439001-	DONTATION REVENUE	\$2,500.00	

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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
410-220-131-874099-	MACHINERY & EQUIPMENT	\$2,500.00	20PSPOL008
204-500-501-733099-	PROFESSIONAL SERVICES	\$178,000.00	
401-220-131-872102-	BUILDING IMPROVEMENT	\$53,813.00	
401-240-131-872102-	BUILDING IMPROVEMENT	\$100,856.26	
401-240-131-871101-	LAND ACQUISITION	\$458,252.49	
410-240-131-871101-	LAND ACQUISITION	\$324,747.51	
218-380-851-872102-	BUILDING IMPROVEMENTS	\$110,719.39	
219-199-199-873199-	OTHER IMPROVEMENTS	\$90,000.00	

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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
410-130-131-872102-	BUILDING IMPROVEMENTS	\$150,000.00	25ADMIN001
410-240-131-874102-	VEHICLES	\$174,747.51	26PSFIR007

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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
204-199-199-321001-	STREET FUND BALANCE	\$178,000.00	
401-199-199-321001-	GO CONST. FUND BALANCE	\$612,921.75	
218-199-199-321001-	TOURISM FUND BALANCE	\$110,719.39	
219-199-199-321001-	MAIN STREET SBD FUND	\$90,000.00	



SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz      2/13/2026  
Holly Magdziarz, City Attorney      Date

\_\_\_\_\_  
City Clerk



February 24, 2026

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2026 Budget  
Budget Amendment# 2

The following budget amendment summary is presented for your consideration.

#### DONATION

- The Police Department Mounted Unit received a donation from August A. Busch III Charitable Trust for \$2,500.00. We are requesting an increase in donation revenue for \$2,500.00 and a corresponding increase in Non-Capital Machinery and Equipment.

#### STREET SWEEPING

- The Public Works Department would like to use \$178,000.00 in fund balance reserves for contracted sweeping costs for this year. During our analysis, we estimate that contracting this work will save approximately \$366,000.00-\$418,000.00 per year when compared to completing this work in-house. We are requesting an increase in Professional Services Expense of \$178,000.00 from Street Maintenance Fund Balance.

#### PROP R FUNDS

- The funds received for Proposition R Bonds, which were to be used for Public Service Buildings and Equipment, have earned interest of \$612,921.75 over time. We would like to use the interest earned for the following projects:
  - Tankless Water Heater at Station #4 - \$29,106.36
  - Concrete Repair at Station #3 - \$71,749.90
  - Replace workout equipment at PD - \$4,500.00
  - Replacement of gate at PD - \$49,313.00
  - Purchase of 2183 Muegge Road - \$458,252.49



## REAPPROPRATIONS

- The Main Street Special Business District voted to use \$90,000.00 in fund balance for trash cans and lights for main street at the October 2025 meeting. These projects were not completed during the 2025 fiscal year so the SBD Board would like to re-appropriate these funds to 2026 to complete these projects.
- The Convention Center would like to re-appropriate \$110,719.39 in approved 2025 Capital Projects that were not completed during the 2025 fiscal year.

**RCA FORM (OFFICE USE ONLY)**

Bill # 14060

MEETING/DATE: 2/24/2026

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): ALL

Sponsor(s): MICHAEL GALBA

**Description:**

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES TO ADJUST CERTAIN FEES PERTAINING TO THE TRANSIT SYSTEM

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

As presented at the Council worksession on 2/10/2026, this Ordinance change will revise the transit system fees from \$5.00 one way to:

\$2.00 per ride (one way) and add a \$40.00 per month (ride pass) with both fares reduced by 50% for seniors 65+ and disabled

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

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA prepared by: jao Dept. Dir. jao Finance Dir. jao Dir. of Admin. ✓

Sponsor(s): Michael Galba

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES TO ADJUST CERTAIN FEES PERTAINING TO THE TRANSIT SYSTEM

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

SECTION 1. Section 150.030 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 150.030 Schedule of Fees, Fines, Costs and Deposits.**

The following schedule of fees and charges shall apply for all City operations or as imposed by ordinance, unless otherwise specifically provided for elsewhere in the City’s Code of Ordinances, and, further, are subject to any regulation stated therein:

<b>COMMUNITY DEVELOPMENT</b>		
<b>Animal Services</b>		
Adoption fee - cat		\$75.00
Adoption fee - dog		\$90.00
Adoption fee - pocket pet		\$30.00
Pet chipping		\$25.00
Boarding fee		\$30.00/day
Dog / Cat Surrender fee		\$50.00
Mom and Litter Surrender fee		\$100.00
Pocket Pet Surrender fee		\$20.00 per animal
Owner-Requested Euthanasia		\$150.00
Owened-Pet Remains Disposal		\$50.00
Medical fee		\$10.00
Impoundment fee(s):	First impound	\$50.00
	Second impound	\$70.00
	Third or subsequent impound	\$100.00
<b>Building Code and Code Enforcement</b>		
<b>Inspections:</b>		
Occupancy, certificate of:		
Commercial, miscellaneous and industrial uses		\$50.00
Rental dwelling unit (unoccupied)		\$50.00
Rental dwelling unit (occupied)		\$200.00
Dwelling inspection by private inspector		\$25.00
Additional and canceled inspections		\$75.00
<b>Miscellaneous:</b>		
Abatement of unmaintained property:	Per occurrence	
Lawns and weeds mowed/remediated		\$80.00 plus actual costs
Search and seizure warrant execution		\$100.00 plus actual costs

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<b>Permits:</b>		
Demolition:		
Demolition restoration	Deposit	\$500.00
Demolition permit		\$100.00
Integrated permit - residential		Greater of \$50.00 or estimated construction cost x permit fee multiplier
Integrated permit - resident, renewal		\$75.00
Integrated permit - non-residential		Greater of \$100.00 or estimated construction cost x permit fee multiplier
Integrated permit - non-residential, renewal		\$150.00
Miscellaneous permits: Electric temporary pole Electrical service repair or upgrade Electrical service reactivation Furnace Air conditioner Water heater Sewer lateral	Per permit	\$50.00
Other permits: Plumbing Electrical Mechanical Building	Per permit	Greater of \$75.00 or estimated construction cost x permit fee multiplier
<b>Plan examinations:</b>		
Plan examination		Greater of \$75.00 of estimated construction cost x 0.002
Expedited plan examination (Building Division plan review)		Greater of \$75.00 or estimated construction cost x 0.004
<b>Subcontractors:</b>		
Drainlayer	2 year permit	\$40.00
Electrician	2 year permit	\$40.00
Plumber	2 year permit	\$60.00
Tinner (HVAC)	2 year permit	\$75.00
<b>Land Use - Planning and Related Permits</b>		
<b>Permits:</b>		
Fence	Per permit	\$25.00
Short-term rental permit	Annual fee	\$500.00
Sign:	Per permit	
Illuminated		\$99.00
Non-illuminated		\$75.00
Preliminary plat review:		
Single-family		\$50.00 plus \$5.00 per lot
Multi-family		\$100.00 plus \$2.00 per unit
Commercial/Industrial		\$100.00 plus \$5.00 per acre

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<b>Land Use - Planning and Review Boards</b>		
<b>Board of Adjustment:</b>		
Variance, application for:		
Commercial		\$300.00
Existing single-family home or duplex		\$100.00
Second request on same property		\$50.00
Appeal		Same as applicable variance rate
<b>HLPARB (Landmarks):</b>		
Site plan review		\$200.00
Certificate of appropriateness, application for (exterior changes)		\$50.00
<b>Planning and Zoning Commission:</b>		
Conditional use, application for		\$300.00
Rezoning, application for		\$300.00
Site plan review		\$200.00
<b>Board of Appeal:</b>		
Review of building regulation/Code decision, application for		\$135.00
<b>ENGINEERING/PUBLIC WORKS</b>		
<b>Excavation, Grading and Stormwater Control</b>		
<b>Improvement Plan Review:</b>		
Improvement Plan Review		\$125.00
<b>Permits and Inspections:</b>		
Excavation and grading:		
Per 1,000 cubic yards (or fraction thereof)		\$20.00
Projects 50 cubic yards to 1,000 cubic yards	Minimum fee	\$75.00
Projects over 1,000 cubic yards	Minimum fee	\$150.00
	Maximum fee	\$2,500.00
Deposit Performance Bond for Earthwork		
Total Quantity of Earthwork (CY)	If site is balanced	If site is more than 30% unbalanced
< 3,000	\$0.00	\$0.00
3,000 – 5,000	\$5,000.00	\$5,000.00
5,001 – 10,000	\$8,000.00	\$10,000.00
10,001 – 50,000	\$12,000.00	\$20,000.00
50,001 – 100,000	\$25,000.00	\$40,000.00
100,001 – 500,000	\$50,000.00	\$75,000.00
> 500,000	\$100,000.00	\$150,000.00
Sanitary sewer lateral disconnection (see R-O-W permit application fee below for additional fees in the right-of-way)		\$75.00
Water service disconnection (see R-O-W permit application fee below for additional fees in the right-of-way)		\$75.00
Sidewalk exemption fee per linear foot		\$30.00
Right-of-way - for conduction of facilities work:		
R-O-W permit application fee:		\$75.00
Each cubic yard of flowable fill backfill		\$70.00
Each square yard of asphalt surface replaced		\$40.00
Each square yard of concrete surface replaced		\$50.00
Each square foot of sidewalk replaced		\$6.00

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Each linear foot of linear boring or trenching work		\$1.00
Replacement of surface where no permanent surface is in place		No charge
Right-of-way - for obstruction of:		
R-O-W usage permit fee		\$250.00
R-O-W security deposit:		
Each cubic yard of rock, soil or other construction material		\$0.00
Dumpsters and portable storage units		\$0.00
All other obstructions		TBD
Sidewalk, curb, curb cut, driveway or street construction:		
Permit filing fee:		
Commercial property		\$75.00
Residential property		\$75.00
Inspection fee	Per lot	\$15.00
Storm sewer building permit:		
Sewer construction permit fee	Fee	\$150.00
Sewer inspection fee		\$100.00 per 300 linear feet
Sewer CCTV fee		\$4.20 per linear foot
Structure moving:		
Structure moving permit fee		\$50.00 per 1,000 linear feet
Encroachment License		
Easement Encroachment License		\$100.00
Right-of-Way Encroachment License		\$100.00
Sidewalk Café Right-of-Way Encroachment License		\$100.00
<b>Sanitary Sewer - Building and Connections</b>		
Sanitary sewer building permit:		
Sewer construction permit fee	Fee	\$150.00
Sewer inspection fee	Deposit	\$100.00 per 300 linear feet, per day
Sewer CCTV fee		\$5.80 per linear foot, per day
Non-compliance with sanitary sewer installation and connection regulations	Fine	\$250.00 per day (minimum)
<b>Sanitary Sewer Services - Rates</b>		
<b>Sewer service rates - customer classifications:</b>		<b>For 2026 only</b>
City resident or commercial bi-monthly charge		\$14.07
City resident rate per 1,000 gallons		\$9.20
City commercial rate per 1,000 gallons		\$7.86
County resident or commercial bi-monthly charge		\$16.87
County resident or commercial rate per 1,000 gallons		\$12.27
Special bi-monthly charge		\$14.07
Special rate per 1,000 gallons		\$7.86
<b>Sanitary sewer tap-on fee - City resident rate:</b>		
Water meter size:		
All residential		\$1,000.00
3/4 inch		\$1,000.00

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1 inch		\$1,699.00
1.5 inch		\$3,031.00
2 inch		\$4,736.00
3 inch		\$8,744.00
4 inch		\$14,711.00
6 inch		\$28,351.00
8 inch		\$51,368.00
10 inch		\$82,655.00
12 inch and larger		Case by case
<b>Sanitary sewer tap-on fee - County resident rate:</b>		
Water meter size:		
All residential		\$2,000.00
3/4 inch		\$2,000.00
1 inch		\$3,398.00
1.5 inch		\$6,062.00
2 inch		\$9,472.00
3 inch		\$17,488.00
4 inch		\$29,422.00
6 inch		\$56,702.00
8 inch		\$102,736.00
10 inch		\$165,310.00
12 inch and larger		Case by case
<b>Sanitary Sewer Services - Programs</b>		
Sanitary sewer lateral repair fee:		
Imposed on all residential property	Annual fee	\$28.00
<b>Wastewater Collection and Treatment</b>		
Wastewater FOG discharge permit fee:	Annual	\$175.00
Violation – Failure to Install	Fee	\$750.00 (2 <sup>nd</sup> N.O.V.) \$1,000.00 (3 <sup>rd</sup> N.O.V.)
Violation – Failure to Repair	Fee	\$350.00 (2 <sup>nd</sup> N.O.V.) \$500.00 (3 <sup>rd</sup> N.O.V.)
Violation – Failure to Clean	Fee	\$350.00 (2 <sup>nd</sup> N.O.V.) \$1,000.00 (3 <sup>rd</sup> N.O.V.)
Violation – Failure to maintain records	Fee	\$50.00 (2 <sup>nd</sup> N.O.V.) \$250.00 (3 <sup>rd</sup> N.O.V.)
Violation – Disallow Inspection	Fee	\$75.00 (2 <sup>nd</sup> N.O.V.) \$150.00 (3 <sup>rd</sup> N.O.V.)
Violation – Failure to submit Application for Grease Interceptor Sizing Verification	Fee	\$50.00 (2 <sup>nd</sup> N.O.V.) \$200.00 (3 <sup>rd</sup> N.O.V.)
<b>Water services - Construction, Repair, Etcetera</b>		
Fire hydrant permit fees:		
Issued to contractors, City residents for jetting streets, construction projects, sewer lines, etc., & watering sod/grass seed in developments		\$100.00 per day
For larger developments:		
Residential areas		\$100.00 per day plus \$5.00 per lot
Industrial and commercial areas		\$100.00 per day plus \$5.00 per 10,000 square feet of land
Water main:		
Water main construction permit fee		\$100.00

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Water main inspection fee		\$100.00 per 300 linear feet
<b>Water Services - Rates and Other Charges</b>		
<b>Water service rates - customer classifications:</b>		<b>For 2026 only</b>
City resident or commercial bi-monthly charge		\$8.24
City resident rate per 1,000 gallons:		
Tier 1 (0 to 7,000)		\$5.11
Tier 2 (8,000 to 25,000)		\$5.48
Tier 3 (> 26,000)		\$5.93
County resident or commercial bi-monthly charge		\$9.89
County resident rate per 1,000 gallons:		
Tier 1 (0 to 7,000)		\$8.35
Tier 2 (8,000 to 25,000)		\$8.94
Tier 3 (> 26,000)		\$9.67
City commercial rate per 1,000 gallons		\$5.39
County commercial rate per 1,000 gallons		\$8.78
Special bi-monthly charge		\$8.24
Special rate per 1,000 gallons		\$4.86
<b>Minimum water meter charge - City resident rate</b>		
Water meter size:		
1 inch		\$23.00
1.5 inch		\$41.00
2 inch		\$57.00
3 inch		\$100.00
4 inch		\$178.00
6 inch		\$272.00
8 inch or larger		\$351.00
<b>Minimum water meter charge - County resident rate</b>		
Water meter size:		
1 inch		\$46.00
1.5 inch		\$82.00
2 inch		\$114.00
3 inch		\$200.00
4 inch		\$356.00
6 inch		\$544.00
8 inch or larger		\$702.00
<b>Water tap-on fee - City resident rate</b>		
Water meter size:		
3/4 inch		\$1,000.00
1 inch		\$1,600.00
1.5 inch		\$3,000.00
2 inch		\$5,000.00
3 inch		\$8,600.00
4 inch		\$15,400.00
6 inch		\$34,300.00
8 inch		\$41,400.00
10 inch and larger		\$154,000.00
Unmetered and main extensions and fire hydrants		\$6,000.00
<b>Water tap-on fee - County resident rate</b>		

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<b>Water meter size:</b>		
3/4 inch		\$2,000.00
1 inch		\$3,200.00
1.5 inch		\$6,000.00
2 inch		\$10,000.00
3 inch		\$17,200.00
4 inch		\$30,800.00
6 inch		\$68,600.00
8 inch		\$82,800.00
10 inch and larger		\$308,000.00
Unmetered and main extensions and fire hydrants		\$12,000.00
<b>Water tap-on fee - other:</b>		
Sprinkler system		50% increase in above rates
Tap reschedule fee		\$100.00
<b>Water tap-on fee - customers with unmetered fire protection</b>		Annual fee
Tap size at water main:		
2 inch or less		\$350.00
3 inch		\$700.00
4 inch		\$1,200.00
6 inch		\$1,700.00
8 inch		\$2,200.00
10 inch		\$3,500.00
12 inch		\$5,500.00
<b>Other Water Services Deposits and Charges</b>		
Backflow prevention device annual inspections, when device installed as required by Section 700.100	Annual fee	\$14.95
	Late fee	\$30.00
New owner-occupied water service	Deposit	\$50.00
New tenant water service	Deposit	\$100.00
Reconnection of water service:		
Additional deposit		\$50.00
Reconnection during regular business hours	Fee	\$75.00
Reconnection not during regular business hours	Fee	\$150.00
Water meter test fee:		
1 request during life of meter		No charge
Additional tests and meter within AWWA accuracy limits		\$100.00
Water line repair program:		
Imposed on residential property having 4 or fewer dwelling units	Annual fee	\$12.00
<b>FACILITIES - MUNICIPAL PARKING LOTS AND GARAGES</b>		
<b>Garage and EV Charging Stations</b>		
Vehicles entering the Parking Garage on:		
Monday through Friday between 2:01 A.M. and 3:30 P.M.	Fee	\$5.00
Monday through Friday between 3:31 P.M. and 9:00 P.M.		No charge
Monday through Saturday between 9:01 P.M. and 2:00 A.M. the following day	Fee	\$5.00

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Saturday between 2:01 A.M. and 9:00 P.M., and Sunday from 2:01 A.M. through Monday 2:01 A.M.		No charge
Monthly parking cardholders	Fee	\$60.00
<b>Electric Vehicle (EV) Charging Stations:</b>		
Base Rate per kilowatt hour (kWh)		\$0.26/kWh
Idle Fee per minute (for occupying an EV parking space after vehicle charging complete;		\$0.25/min, but not to exceed \$25.00
However, a grace period of 15 minutes will be granted before the idle fee is charged.		
Any additional fee charged by an outside vendor associated with the use of a credit card shall be in addition to the above fees and paid for by the user.		
<b>Transit System</b>		
Transit system ridership fee* <u>* Rates reduced 50% for seniors 65+ and for the disabled</u>		<del>\$5.00</del> <u>\$2.00</u> per ride (one way) <u>\$40.00 per month (ride pass)</u>
<b>FINANCE</b>		
<b>Alcohol Licenses General (annual, except as noted)</b>		
<b>Caterers</b>		
For caterers and other persons holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises pursuant to Chapter 311, RSMo., and who furnish services for use at a particular event other than at the licensed premises, and not exceeding 50 event days from July 1 to June 30 of any year	1 day 1 year	\$10.00 \$450.00t
<b>Manufacturers</b>		
For the manufacture, brewing and sale by manufacturer or brewer of malt liquor containing not in excess of 5% of alcohol by weight		\$300.00
For the manufacture and sale by manufacturer of intoxicating liquor containing not in excess of 22% of alcohol by weight		\$150.00
For manufacturing, distilling or blending and for sale by the manufacturer, distiller or blender of intoxicating liquor of all kinds		\$300.00
For the manufacturing in quantities not to exceed 75,000 gallons, light wines containing not in excess of 14% of alcohol by weight from grapes, berries and other fruits and vegetables grown in the State, in lieu of the charges herein otherwise provided		\$7.50 per 500 gallons or fraction thereof
<b>Retailers</b>		
For sale of intoxicating liquor at retail in the original package, where such liquor shall not be consumed upon or such original package not be opened upon the premises where sold:		\$150.00
Licensee may apply for a tasting license to conduct wine, malt beverage and distilled		Additional \$37.50

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spirit tasting on the licensed premises		
Licensee may apply for special Sunday retail original package license during the hours allowed by Missouri law		Additional \$300.00
For sale at retail by the drink, for consumption on premises where sold, of malt liquor, including between the hours of 9:00 A.M. and Midnight on Sunday:		\$52.50
Licensee may apply for special Sunday retail original package license during the hours allowed by Missouri law		Additional \$300.00
For sale at retail by the drink, for consumption on the premises where sold, of malt liquor and light wines containing not in excess of 14% of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables, including the sale of malt liquor between the hours of 9:00 A.M. and Midnight on Sunday		\$52.50
For sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor, including the sale, except on Sunday, of intoxicating liquor in the original package		\$450.00
For sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor on Sunday, and in the original package of all kinds of intoxicating liquor on Sunday		\$200.00
For a restaurant bar located in the Historic Downtown District, for sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor on Sunday, and in the original package of all kinds of intoxicating liquor on Sunday		\$10.00
For sale at retail by the drink, for consumption on the premises where sold, of malt liquor and wine containing not in excess of 14% of alcohol by weight		\$450.00
<b>Wholesalers</b>		
For the sale of intoxicating liquor containing not in excess of 5% of alcohol by weight by a wholesaler to a person duly licensed to sell such malt liquor at retail		\$75.00
For the sale of intoxicating liquor not in excess of 22% of alcohol by weight by a wholesaler to a person duly licensed to sell such intoxicating liquor at retail		\$150.00
For the privilege of selling intoxicating liquor of all kinds by a wholesaler to a person duly licensed to sell such intoxicating liquor at retail		\$375.00
<b>Alcohol Licenses - Other (annual – additional to above)</b>		
Arcade Sunday liquor license		\$300.00
Boats and vessels license to sell intoxicating liquor by the drink at retail for consumption on		\$450.00

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premises of USCG licensed vessel to carry 100 or more passengers		
<b>General - Occupations, Business and the Like Licensing/Fees</b>		
<b>Business license fees</b>		
General merchant:	Annual fee	\$50.00
Banks, banking corporations and trust companies	Annual fee	\$1,000.00
Bed and breakfast:		
2 rooms or less		\$75.00
More than 2 rooms		\$100.00
Bill poster:	Annual fee	
Any person who furnishes billboards or other structures for posting, painting, pasting or fastening thereon for hire or compensation, any bill, lithograph, print, painting or sign used in whole or in part for advertising purposes:		
Per square foot for each billboard located in the City		\$0.50
Minimum fee		\$25.00
Maximum fee		\$2,000.00
But such fee shall not exceed an amount equal to \$100.00 per outdoor advertising structure of the bill poster		\$50.00
Itinerant Merchants and promoters:		
Regular itinerant merchant	3 weeks	\$150.00
Promoter of itinerant merchants	7 days	
1 to 25 itinerant merchants		\$125.00
26 to 50 itinerant merchants		\$225.00
51 to 100 itinerant merchants		\$300.00
101 to 150 itinerant merchants		\$375.00
151 or more itinerant merchants		\$450.00
Open air produce market and food vendor itinerant merchant	Annual fee	\$450.00
Junk dealer	Annual fee	\$50.00
Massage technician license	Annual fee	\$50.00
Pawnbroker	Annual fee	\$500.00
Precious metal and gemstone dealers:		
Established dealer	Annual fee	\$50.00
Itinerant dealer	No longer than 60 days	\$50.00
Short term loan establishment	Annual fee	\$50.00
Solicitor	30 days	\$50.00
<b>Manufacturing/Corporations License Fee</b>	Annual fee	
0 to 1,000 square feet		\$50.00
1,001 to 5,000 square feet		\$75.00
5,001 to 10,000 square feet		\$150.00
10,001 square feet and over		\$200.00
<b>Retail License Fee</b>	Annual fee	
Gross receipts less than \$20,000		\$50.00
Gross receipts \$20,000 to \$100,000		\$75.00
Gross receipts over \$100,000		\$0.75 per \$1,000.00, max. \$2,000.00

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<b>Transportation-Related Business</b>		
Carriage license	Per event	\$35.00
Pedal cab or bicycle taxis and rickshaws	Annual fee	\$35.00
Taxicab/limousine license (per vehicle)	Annual fee	\$15.00
Taxicab/limousine operator's license	Annual fee	\$100.00
Tow truck (per vehicle)	Annual fee	\$25.00
<b>FIRE/EMS</b>		
Automatic fire-extinguishing system permit		\$100.00 first 50 sprinkler heads; \$3.00 each additional head; max. \$1,000.00
Certificate of occupancy permit		\$50.00
Fire alarm and detection system permit		\$100.00 first 50 alarm devices and \$3.00 each additional alarm device; max. \$1,000.00
Fire prevention construction permit		\$3.00 per \$1,000.00 of construction cost/min. \$100.00
Fire pump permit		\$150.00
Gate system permit:		\$50.00
Exception: if included in site improvement plan		No charge
Kitchen hood automatic fire-extinguishing system permit	Per system	\$100.00
Operational permit fee:		\$50.00
Exception: sale/storage/display of fireworks		\$250.00
Exception: plant extraction systems	Annual fee	\$250.00
Paint booth fire-extinguishing system permit	Per system	\$100.00
Plan review fee:		\$50.00
If private firm engaged to conduct plan review		Actual cost to City
Site plan review fee		\$100.00
<b>Other and Additional Services</b>		
Additional ambulance and/or medical coverage:		
For special events (min. 4-hour booking):		
Single FF/paramedic	Per hour	\$50.00
ALS ambulance	Per hour	\$120.00
ALS medical response cart	Per hour	\$120.00
Medical station (ALS) tent	Per hour	\$190.00
Extraordinary costs for services:		
Additional cost in event of requested services (e.g., plan review, inspection, etc.) requiring an extraordinary commitment of Fire Department resources		Greater of \$50.00 or City's actual cost
False alarm:		
3rd in a calendar year		\$50.00
4th and each subsequent in a calendar year		\$100.00
Fire watch service	Per hour	\$50.00
Non-compliance with Fire Code		\$100.00
Violation of Fire Code		\$500.00
<b>MUNICIPAL COURT</b>		

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<b>Court Costs</b>		
Cost of Court		\$12.00
Costs assessed per Missouri laws:		
Police Officer training (except non-moving violations)		\$2.00
State's Peace Officer Standards and Training Commission Fund		\$1.00
State's Crime Victims' Compensation Fund		\$7.50
Inmate Security Fund		\$2.00
Statewide court automation		\$7.00
Domestic Shelter Fund		\$4.00
<b>Court Fines</b>		
Parking violation - for which no other penalty is set forth		Not less than \$15.00, no more than \$200.00
<b>Court Fines - Violations Bureau Fine List (assessed court costs included)</b>		
Violations: Animal Nuisance Parking Traffic-related		Per Violations Bureau Fine List (effective 6/2/2021)
<b>Reimbursements/Additional Costs of Court</b>		
Law Enforcement costs related to alcohol and drug offenses		Per schedule
Other costs:		
Mileage related to service of warrants, etc.		Per schedule
Transportation related to apprehension or confinement		Actual costs
<b>POLICE</b>		
<b>General Services</b>		
Criminal record check	Per check	\$5.00
Fingerprinting:	Per service	
City Resident		No charge
Non-resident		\$12.00
Police report/record - copy	Per record	\$10.00
<b>Security Systems and Services</b>		
Alarm system registration		
Residential		
Initial registration fee		\$25.00
* Seniors 60 or older and/or 100% disabled veterans	Fee waived	
Annual renewal fee		No charge
Late registration fee		\$50.00
Commercial		
Initial registration fee		\$50.00
Annual renewal fee		\$50.00
Late registration fee		\$100.00
False alarm fees - per calendar year:		
1st occurrence		No charge
2nd occurrence		\$50.00
3rd - 8th occurrence	Each alarm	\$100.00
9th and any subsequent occurrence	Each alarm	\$200.00

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<b>SPECIAL EVENTS</b>		
<b>Events and Festivals</b>		
Parade/walk/run	Application fee	\$100.00
Festival - over 5,000 people	Application fee	\$500.00
Other event/festival	Application fee	\$250.00
Small event/block party - less than 100 people in attendance		No charge
<b>Licenses and Permits</b>		
Alcohol catering license fee	Daily	\$10.00
Promoter's license fee (based on # of vendors):		
1 to 25		\$125.00
26 to 50		\$225.00
51 to 100		\$300.00
101 to 150		\$375.00
151 or more		\$450.00
Tent permit:		
If larger than 400 sq. ft. or for sale of goods or services	Per tent	\$20.00
<b>Other Services</b>		
Fire/EMS services		See Fire above
Police Officer	Per hour	\$60.00
Street closure devices:		
Types of devices:		
Type I barricade	Each	\$7.00
Type III barricade	Each	\$50.00
Channelizer	Each	\$15.00
Delivery and pickup of barricades		
1 to 20 barricades (min. 4 hours)	Per hour	\$125.00
20 + barricades (min. 4 hours)	Per hour	\$250.00
Signs:		
Changeable message sign		\$840.00
Road warning or regulatory sign		\$25.00
"No Parking" notification sign		\$5.00
Water - use of City water source	Per fire hydrant	\$100.00

SECTION 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

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

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Bill No. 14060

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz      2/13/2026  
\_\_\_\_\_  
Holly Magdziarz, City Attorney      Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



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02.24.2026.docx

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**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 02/24/2026

Regular (X) Special () Work Session ()

ATTACHMENT: YES () NO (X)

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**Request for Council Action**

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**Description:** Discussion Relative to Rescheduling the June 16, 2026 Regular City Council Meeting Due to the St. Charles County Municipal League Membership Appreciation Event on June 16, 2026

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**Summary:**

The St. Charles County Municipal League will host its Membership Appreciation Event on Tuesday, June 16, 2026, at CarShield Field. The evening will include a Hoots baseball game, food, beverages, and networking opportunities with representatives from other municipalities. Elected officials who are veterans will be recognized prior to the first pitch.

Councilmember Denise Mitchell has requested a discussion regarding the potential rescheduling of the St. Charles City Council meeting currently scheduled for Tuesday, June 16, 2026, to either Tuesday, June 23 or Tuesday, June 30 so that all can attend this event.

By: Kimberly Hudson, City Clerk

Date: 02/18/2026