

AGENDA

Regular Session of the City Council of the City of Saint Charles, Missouri
Council Chambers – 4th Floor – City Hall – 200 North Second Street
Tuesday, March 3, 2026
7:00 p.m.

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

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
Pledge of Allegiance Led by City of St. Charles Leader of Tomorrow, Symphony Gray of Barnwell Middle School
3. PRESENTATIONS/AWARDS/PROCLAMATIONS
 - A. Presentation Regarding Updated Branding for the New Business Ambassador and Economic Development Programs
 - B. Verbal Overview of Council Bill 14061
4. PUBLIC COMMENTS – 3-Minute Limit Per Person
The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes have elapsed. All persons who desire to provide Public Comment shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council Meeting.
5. REPORT OF THE MAYOR
6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS
7. PUBLIC HEARING – 5-Minute Limit per Person
Public Hearings are an opportunity for the City Council to listen to input about a particular topic or item being considered by the Council. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. A buzzer or notification will sound when five minutes have elapsed. All persons speaking at a Public Hearing shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.
 - A. Case No. CU-2026-01 (Miami Grill – Yaser Fawaqa) An application for a Conditional Use Permit per §400.220(C)(1)(a) for In-Vehicle Sales/Service (a restaurant drive-through) within the “C-2/EHP/FSC-HD” General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District (T4-NMX Neighborhood Mixed Use), located at 620 S. 5th Street. The subject property is located in Ward 2. **(RCA Attached)**

- B. Case No. CU-2026-02 (Strange Sisters LLC – Sarah & Julie Davison) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales within the “C-2” General Business District, located at 2454 W. Clay Street. The subject property is located in Ward 9. ***(RCA Attached)***
- C. LL-2026-04 Approval of Liquor License Application for Sarah Davison d/b/a Tomes & Tonics located at 2454 W Clay in Ward 9 ***(RCA Attached)***
- D. Case No. Z-2026-01 (Boone’s Lick Development LLC) An application to rezone approximately 3.00 acre tract of land, which include three (3) parcels, two (2) of which are generally located at the northwest corner of Allen Avenue and Sandra Avenue from “R-1E/EHP” Single-Family Residential District within the Extended Historic Preservation District and one (1) parcel generally located northwest of the intersection of Reservoir Avenue and Allen Avenue from “C-1/EHP” Neighborhood Business District within the Extended Historic Preservation District to “C-2/EHP” General Business District within the Extended Historic Preservation District for a proposed Motor Court Use (19 total units). The property is located in Ward 2. ***(Council Bill 14062)***

This Application was WITHDRAWN by the Applicant. No Council Action is Required.

- E. Case No. Z-2026-02 (Jonathan Milo) An application to rezone a one (1) acre (more or less) tract of land located at 1423 S 5th Street from “C-2” General Business District to “C-3” Highway Business District for a proposed Marijuana Facility. The property is located in Ward 2. ***(Council Bill 14063)***
- F. Case No. Z-2026-03 (Clement Management Services LLC) An application to establish the zoning for a 150,401 square feet tract of land located at 3707 Veterans Memorial Parkway, to the City of St. Charles “C-2” General Business District. The subject property is located in Ward 6. ***(Council Bill 14064)***
- G. Case No. Z-2026-04 (JD Ferry Inc.) An application to annex and establish the zoning for an 18,324 square foot tract of land located at 3701 Veterans Memorial Parkway, from St. Charles County “C2” General Commercial District to the City of St. Charles “C-2” General Business District. The subject property will be located in Ward 6 upon annexation. ***(Council Bill 14066)***
- H. Case No. TA-2026-01 (City of St. Charles) An application to amend Chapter 400 of the Code of Ordinances specifically concerning Data Centers. ***(RCA Attached)***

This item was TABLED at the February 9, 2026 Planning & Zoning Commission meeting until the April 13, 2026 Planning and Zoning Commission meeting.

Action: Motion to hold the Public Hearing on Case No. TA-2026-01 open until the May 5, 2026 Regular City Council Meeting.

8. CONSENT AGENDA

- A. Approval of Council Minutes and Reports
 - 1. Regular City Council Meeting of February 3, 2026

2. Public Hearing of February 3, 2026
3. Council Work Session of February 24, 2026
4. Regular City Council Meeting of February 24, 2026
5. Closed Work Session #1 of August 12, 2025
6. Closed Work Session #2 of August 12, 2025
7. Closed Work Session of September 2, 2025
8. Closed Work Session of September 9, 2025

B. Receipt of Reports from Boards, Commissions and Committees

1. Housing Authority of the City of St. Charles Meeting of July 23, 2025
2. Housing Authority of the City of St. Charles Meeting of December 17, 2025
3. Board of Adjustment Meeting of August 4, 2025
4. Board of Adjustment Meeting of October 6, 2025
5. Board of Adjustment Meeting of November 3, 2025
6. Saint Charles Parks & Recreation Board Meeting of January 21, 2026
7. Saint Charles Parks & Recreation Board Meeting of February 4, 2026
8. Landmarks Board Meeting of January 26, 2026

C. Receipt of Director of Administration Reports

1. Notice of Emergency Purchase – Lou Fusz Chevrolet

D. Approval of Contracts and Easements

1. Authorization to Accept Foundry Art Centre Grant Funding from the Missouri Arts Council in the Amount of \$22,846.00 to Support Visual Arts Programs
2. Change Order No.1 with Sweetens Concrete Services for the Muegge Road Project in the Amount of \$449,902.05 for a Total Contract Amount not to Exceed \$2,103,473.62
3. Contract with SCA of MO, LLC (Sweeping Corp of America) for 2026 Street Sweeping Services in an Amount not to Exceed \$177,754.00

E. Preliminary Plats

F. Miscellaneous

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

- A. A RESOLUTION OPPOSING THE APPROVAL OF A CONDITIONAL USE PERMIT APPLICATION SUBMITTED TO ST. CHARLES COUNTY FOR THE OPERATION OF A PRIVATE INDOOR ATHLETIC CLUB AT 2054 COUNTRY CLUB ROAD (*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

11. BILLS FOR FINAL PASSAGE

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)

12. BILLS FOR INTRODUCTION

BILL 14061

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI, ON BEHALF OF ITS FIRE DEPARTMENT, AND ST. CHARLES COUNTY AMBULANCE DISTRICT (“SCCAD”) TO ESTABLISH A COOPERATIVE FRAMEWORK FOR AUTOMATIC AID EMERGENCY MEDICAL SERVICES (“EMS”) RESPONSES AND FOR THE TRANSITION OF SOLE RESPONSIBILITY FOR EMS TRANSPORT SERVICES IN THE CITY TO SCCAD (SPONSORS: BILL OTTO, MARK HOLLANDER, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, STEVE HOLLANDER, VINCE RATCHFORD, BRIAN GOULD, MICHAEL GALBA, AND BART HABERSTROH)

BILL 14062 – Application WITHDRAWN by the Applicant. (Supplemental RCA Attached)

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “C-2/EHP” GENERAL BUSINESS DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT AN APPROXIMATE THREE (3) ACRE (MORE OR LESS) TRACT OF LAND WHICH INCLUDES THREE (3) PARCELS OF WHICH: TWO (2) PARCELS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF ALLEN AVENUE AND SANDRA AVENUE, ARE REZONED FROM ST. CHARLES CITY ZONING DISTRICT “R-1E/EHP” SINGLE-FAMILY RESIDENTIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT; AND, ONE (1) PARCEL GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF RESERVOIR AVENUE AND ALLEN AVENUE, IS REZONED FROM ST. CHARLES CITY ZONING DISTRICT “C-1/EHP” NEIGHBORHOOD BUSINESS DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT (SPONSOR: MARK HOLLANDER)

BILL 14063

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “C-3” HIGHWAY BUSINESS DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT “C-2” GENERAL BUSINESS DISTRICT A 1.0 ACRE (MORE OR LESS) TRACT OF

LAND LOCATED AT 1423 SOUTH FIFTH STREET (SPONSOR: MARK HOLLANDER)

BILL 14064

AN ORDINANCE TO ESTABLISH THE ZONING FOR A 150,401 SQUARE FOOT TRACT OF LAND LOCATED AT 3707 VETERANS MEMORIAL PARKWAY AS ST. CHARLES CITY ZONING DISTRICT "C-2" GENERAL BUSINESS DISTRICT (SPONSOR: JUSTIN FOUST)

BILL 14065

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 JD FERRY INC., APPROXIMATELY 18,324 SQUARE FEET OF LAND LOCATED AT 3701 VETERANS MEMORIAL PARKWAY (SPONSOR: JUSTIN FOUST)

BILL 14066

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "C-2" GENERAL BUSINESS DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "C2" GENERAL COMMERCIAL DISTRICT AN 18,324 SQUARE FOOT TRACT OF LAND LOCATED AT 3701 VETERANS MEMORIAL PARKWAY (SPONSOR: JUSTIN FOUST)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

16. CLOSED SESSION

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

17. ADJOURNMENT

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

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

Posted: Friday, February 27, 2026 at 5:00pm

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): NA

Description:

Presentation regarding updated branding for the New Business Ambassador and Economic Development programs.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has a robust Economic Development program, and seeks to better increase visibility in the marketing of the City by having an identifiable brand or logo. Similarly, the City's New Business Ambassador Program, started in 2019, lacks clear and identifiable branding and messaging. Staff has worked with the Special Events & Communications Department to develop logos/branding for both of these programs and which can be used on the website as well as printed materials.

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

Fiscal Impact: \$ 0.00 N/A N/A

Account #: N/A

Project #: _____

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



Updated Branding: Business Ambassador and Economic Development

Community Development & Economic Development

February 10, 2026

Origins & Opportunity

New Business Ambassador

- The New Business Ambassador Program was started in late 2019.
- Originally staffed by Planners
- In 2022 a dedicated role was created: Business Development Specialist
 - Personalized, white glove concierge service for new and existing business
 - Assisting businesses navigate City processes and procedures through centralized contact person
 - Coordinating meetings with business/property owners and staff
 - One-on-one assistance with applications
 - Hand delivery of paperwork and licenses where applicable

Real Impact

New Business Ambassador

"[She] takes extra steps to help starting a new business. She also makes you feel that you are communicating with a high-end customer service sector!"

"The entire staff at the city was incredibly easy to work with. I had lots of questions and they all assisted quickly each time"

"[She] was prompt and straightforward, got me where I needed to go and made sure I didn't waste any time."

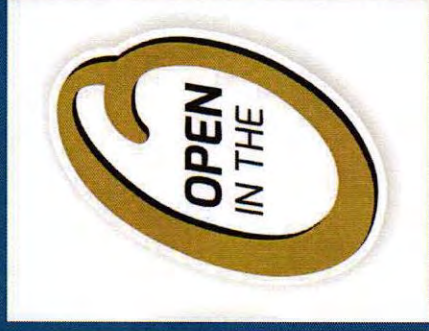
"[She] was absolutely amazing with guiding me through the entire process. I had lots of questions, some that probably seemed silly but she was very patient and answered every question thoroughly and kindly. She made my experience very stress free."

"[She] is the most helpful government employee ever— a pleasure to work with!! Actually everyone was really great and together made the entire process very easy. I appreciate the experience and dealing with competent people. Thank you!"

Branding Elsewhere

Other cities have similar programs, but 'branded'

- O'Fallon, MO: "Open in the O"
- St. Peters, MO: "FasTrac"



St. Charles Branding

Creating a recognizable brand for the NBA program:

- Ties in with overall City branding
- Memorable and meaningful
- Can be used on website and printed materials



Economic Development

Rebranding Initiative:

- A new logo and slogan that is memorable, place-based, and reflective of St. Charles' historic identity.
- Creates a clear and recognizable brand for Economic Development efforts.
- Branding will be consistently used across banners, sales sheets, marketing materials, and development outreach.
- These materials will be used this year at ICSC and other marketing trips.

Economic Development

New Logo



Economic Development

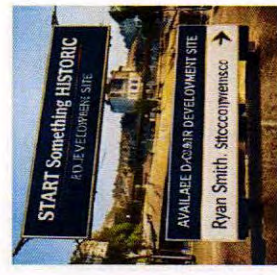
Rebranding Initiative:
Where This Branding Could Be Used

- A new logo and slogan that is memorable, place-based, and reflects St. Charles' historic identity.
- Branding will be consistently used across banners, sales sheets, marketing materials, development outreach.

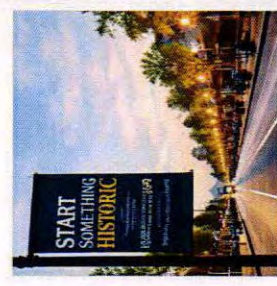
Where This Branding Could Be Used



Sales Sheet



Development Sign



Downtown Banner

'CITY OF SAINT CHARLES, MO



Questions?

Contact Us



City Hall
200 N. Second Street
Saint Charles, MO 63301



(636) 949-3200



www.stcharlescitymo.gov

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Case No. CU-2026-01. (Miami Grill – Yaser Fawaqa) An application for a Conditional Use Permit per §400.220(C)(1)(a) for In-Vehicle Sales/Service (a restaurant drive-through) within the "C-2/EHP/FSC-HD" General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District (T4-NMX Neighborhood Mixed Use), located at 620 S. 5th Street. The subject property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is for in-vehicle sales (drive-thru) specifically associated with a new restaurant use (Miami Grill) located 620 S 5th Street. The building was formerly the location of a Taco Bell restaurant, which has been closed for an extended period of time. The applicant is proposing to utilize the existing drive-thru lane and window associated with the prior restaurant use. No modifications to the site, parking area, or drive-thru configuration are proposed as a part of this application. Liquor sales are not associated with proposed business.

The Planning and Zoning Commission considered this item at their February 9, 2026 meeting where the applicant and property owner addressed the Commission. There were two (2) public speakers, one (1) as a representative of the business and one (1) with concerns about the lighting (which is being addressed via a separate Landmarks Board review EC-2026-06 on the February 23, 2026 meeting). Ultimately, the Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed) subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2026-01: 620 S. 5th Street– Recommended Conditions

1. This conditional use permit for in-vehicle sales (drive-thru) associated with a permitted restaurant is issued to the applicant (Yaser Fawaqa) and business (Miami Grill) only for the property located at 620 S 5th Street and is not transferable to another location and/or tenant/business.
2. 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.



AGENDA ITEM #8

**STAFF REPORT
CONDITIONAL USE NO. CU-2026-01
DRIVE-THRU USE
620 S 5TH STREET**

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT/OWNER: Yaser Fawaqa
Miami Grill
1114 The Crossings Drive
O'Fallon, MO 63366

ADDRESS/LOCATION: 620 S 5th Street
Ward 2

LOT SIZE: Approx. 0.61 acre lot

CURRENT ZONING: C-2/EHP/FSC-HD General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District (T4-NMX Neighborhood Mixed Use)

PROPOSED USE: Drive-thru associated with a permitted restaurant use

SUMMARY/ANALYSIS

This request is for in-vehicle sales (drive-thru) specifically associated with a new restaurant use (Miami Grill) located 620 S 5th Street. The property is zoned C-2/EHP/FSC-HD General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District (T4-NMX Neighborhood Mixed Use). City Ordinance requires approval of a Conditional Use Permit for establishments with a drive-thru use. This request is specific to the drive-thru use only and is not applicable to the other uses permitted by right within the referenced zoning district.

The building was formerly the location of a Taco Bell restaurant, which has been closed for an extended period of time. The applicant is proposing to utilize the existing drive-thru lane and window associated with the prior restaurant use. No modifications to the site, parking area, or drive-thru configuration are proposed as a part of this application. An application has been submitted for updates to the parking lot lighting on site; however, this lighting application is to be reviewed by the Landmarks Board at their February 23, 2026 meeting, as the subject property is located within the Landmarks Preservation District. Miami Grill provides various food options; including wings, sandwiches, various entrees, etc. Liquor sales are not associated with proposed business.

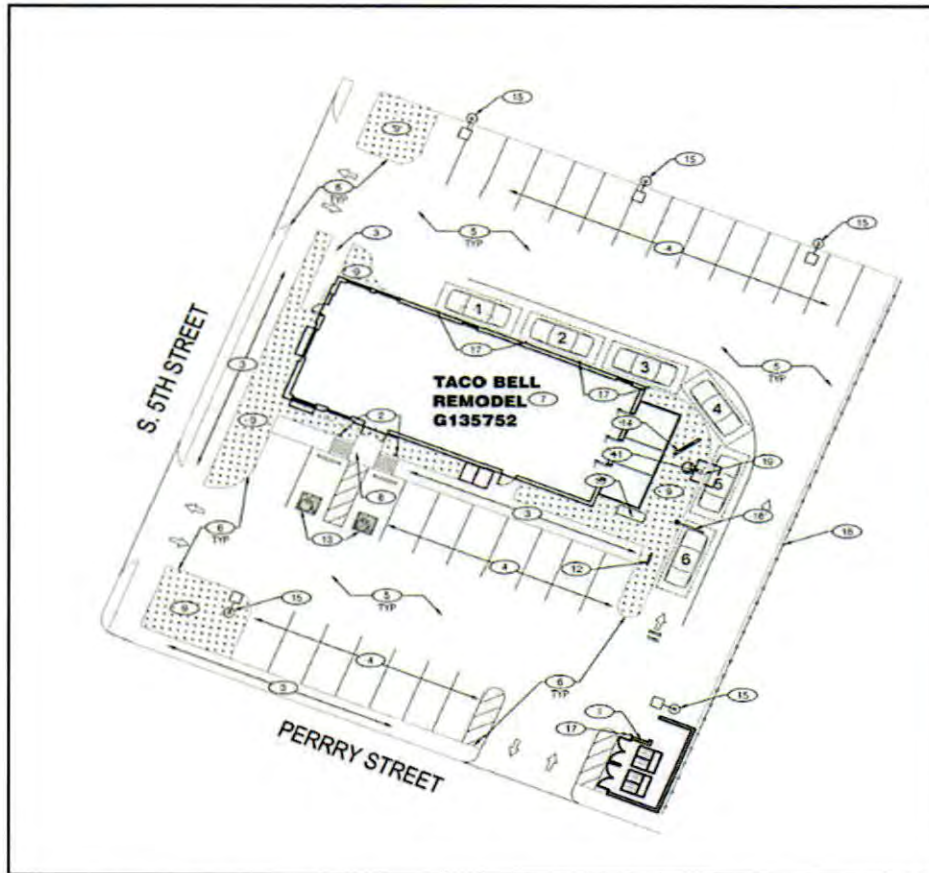


Figure 1: Original drive-thru site plan approved for subject property.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project’s location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City’s long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

This property is located closest to Activity Center #6 (Historic Downtown). The proposed drive-thru at this location associated with a permitted use can be compatible with its commercial surroundings along 5th Street.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 620 S 5th Street, closest to Activity Center #6. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

Based upon a review of the proposed land uses, if conditioned properly and operated in compliance with the Zoning Ordinance, the proposal should not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city. Additionally, this site was previously the location of a drive-thru use. This further reduces any potential of adverse impact.

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

Staff believes the restaurant with a drive-thru use as proposed can be compatible within its commercial surroundings and should not produce negative effects to adjacent properties or the neighborhood. Staff believes this use will operate in a manner that is consistent with the area.

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

Staff believes the proposed conditional use in this location will not have an undue burden on public services as this proposal has been reviewed by Community Development,

Finance, and Fire Departments with no outstanding comments.

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

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

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

STAFF RECOMMENDATION

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

1. This conditional use permit for in-vehicle sales (drive-thru) associated with a permitted restaurant is issued to the applicant (Yaser Fawaqa) and business (Miami Grill) only for the property located at 620 S 5th Street and is not transferable to another location and/or tenant/business.
2. 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.

Recommended Motion:

Motion to forward the Conditional Use Permit application for in-vehicle sales (drive-thru) associated with a permitted restaurant use at 620 S 5th Street to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 2: Aerial view of the subject site.



Figure 3: Street view of the subject site.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 9

Sponsor(s): N/A

Description:

Case No. CU-2026-02. (Strange Sisters LLC – Sarah & Julie Davison) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales within the “C-2” General Business District, located at 2454 W. Clay Street. The subject property is located in Ward 9.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is for liquor sales specifically associated with a new retail/cocktail bar use (Tomes & Tonics) located 2454 West Clay Street. The property is zoned C-2 General Business District. City Ordinance requires approval of a Conditional Use Permit within this zoning district for establishments that apply for a Liquor License. This request is specific to the liquor sales only and is not applicable to the other uses permitted by right within the referenced zoning district. The proposed hours of operation are Tuesday through Thursday 2:00 p.m. to 11:00 p.m., Friday and Saturdays 11:00 a.m. to 11:00 p.m., Sunday 11:00 a.m. to 9:00 p.m., and closed on Mondays.

The Planning and Zoning Commission considered this item at their February 9, 2026 meeting where the applicant and property owner addressed the Commission. There were no public speakers during this application. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed) subject to the attached conditions.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

CU-2026-02: 2454 West Clay Street– Recommended Conditions

1. This conditional use permit for a liquor sales associated with a retail/bar use is issued to the applicant (Sarah & Julie Davison) and business (Tomes & Tonics) only for the property located at 2454 West Clay Street and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted retail/bar.
4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.
5. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.



AGENDA ITEM #9

**STAFF REPORT
CONDITIONAL USE NO. CU-2026-02
LIQUOR SALES
2454 WEST CLAY STREET**

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT: Sarah & Julie Davison
Strange Sisters LLC
901B S 8th Street
St. Charles, MO 63301

OWNER: St. Louis Commercial Realty
Stan Hoffman
727 Craig Road, Suite 100
St. Louis, MO 63141

ADDRESS/LOCATION: 2454 West Clay Street
Ward 9

LOT SIZE: Approx. 3,660 square feet (building)

CURRENT ZONING: C-2 General Business District

PROPOSED USE: Liquor Sales associated with a permitted retail/bar use

SUMMARY/ANALYSIS

This request is for liquor sales specifically associated with a new retail/cocktail bar use (Tomes & Tonics) located 2454 West Clay Street. The property is zoned C-2 General Business District. City Ordinance requires approval of a Conditional Use Permit within this zoning district for establishments that apply for a Liquor License. This request is specific to the liquor sales only and is not applicable to the other uses permitted by right within the referenced zoning district.

The building was formerly the location of Excel Physical Therapy. Prior to occupancy, the applicant will be required to obtain building permits to convert the tenant space for a retail/bar use. A condition has been added to this approval to ensure all applicable building permits are issued and completed prior to operation.

Per the written development plan provided by the applicant, Tomes and Tonics is a bookstore and cocktail for customers at least 21 years of age. The applicant states the business will be “an inclusive ‘third space’ combining curated literature, craft cocktails, mocktails, and community events”. The business space will include a bar space which offers cocktails, beer, mocktails, and coffee beverages. A list of example cocktail offerings has been provided in the development plan.

The business space will also include reading nooks, a retail area with books and other related merchandise, and an event space (permitted by right within the zoning district). The proposed hours of operation are Tuesday through Thursday 2:00 p.m. to 11:00 p.m., Friday and Saturdays 11:00 a.m. to 11:00 p.m., Sunday 11:00 a.m. to 9:00 p.m., and closed on Mondays. The applicant has provided photos of the property with this application, and these are included with this report.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

This property is located closest to Activity Center #5 (I-70/Zumbehl Interchange). The proposed liquor license at this location associated with a permitted use can be compatible with its commercial/residential surroundings along West Clay.

Consistency with Conditional Use standards

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 2454 West Clay, closest to Activity Center #5. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

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

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

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

Staff believes the retail/bar with liquor sales use as proposed can be compatible within its commercial/residential surroundings and should not produce negative effects to adjacent properties or the neighborhood. Staff believes this use will operate in a manner that is consistent with the area.

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

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

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

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

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

Consistency with Chapter 600 (Alcoholic Beverages)

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

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

been provided to all owners of property within three hundred (300) feet of the proposed licensed premises.”

The subject property is located in close proximity to a multiple-family residential development along Broadmoor Lane. Because of this adjacency, the notification provisions of Section 600.280(C) are applicable. However, since a Conditional Use Permit is associated with a public hearing, and all property owners within 300 feet of the subject property are notified 15 days prior to the hearing, this notification process constitutes compliance with the above-mentioned code section. Therefore, the requirements of Chapter 600 related to notification of surrounding property owners are satisfied through the City’s Conditional Use Permit process.

STAFF RECOMMENDATION

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

1. This conditional use permit for a liquor sales associated with a retail/bar use is issued to the applicant (Sarah & Julie Davison) and business (Tomes & Tonics) only for the property located at 2454 West Clay Street and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted retail/bar.
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.

Recommended Motion:

Motion to forward the Conditional Use Permit application for a Liquor Sales associated with a permitted retail/bar use at 2454 West Clay Street to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 1: Aerial photo of the subject site.



Figure 2: Street view of the subject site.



BUSINESS PLAN
DECEMBER 2025

CONTACT:

Julie Davison
Sarah Davison |



EXECUTIVE SUMMARY.....	4
MARKET ANALYSIS.....	5
Industry Overview.....	5
Target Market.....	5
Location and Local Market.....	6
Competitive Landscape.....	7
Market Trends & Opportunity.....	7
ORGANIZATION & MANAGEMENT.....	8
Founding Team.....	8
Roles and Staffing Plan.....	8
PRODUCTS & SERVICES.....	9
Books.....	9
Beverages.....	11
Merchandise & Gifts.....	11
Events & Community Experiences.....	12
Event Rentals & Community Room.....	12
One-of-a-Kind Atmosphere.....	12
MARKETING & SALES.....	13
Customer Acquisition.....	13
Customer Retention.....	15
FINANCIAL PROJECTIONS.....	16
Assumptions of Start-Up Assets & Capital.....	16
Weekly Product Sales Goals.....	17

Strange Sisters LLC: At a Glance..... 18

- Business Concept..... 18
- Market Opportunity..... 18
- Competitive Edge..... 18
- Financial Highlights 19
- Revenue Mix: 19
- Funding Request 19
- Founding Team..... 19
- Mission..... 19

FUNDING REQUEST 20

APPENDIX..... 21

- Cash Flow Forecast: Year I 22
- Cash Flow Forecast: Year 2 23
- Cash Flow Forecast: Year 3 24
- Sales Projections: Year I..... 25
- Sales Projections: Year 2..... 26
- Sales Projections: Year 3..... 27

EXECUTIVE SUMMARY

Strange Sisters LLC will open the first **2I+ bookstore and cocktail bar** in St. Charles, Missouri—an inclusive “third space” combining curated literature, craft cocktails, mocktails, and community events. The concept sits at the crossroads of two growing industries: independent bookstores and experiential bar service.

Independent bookstores have grown steadily for over a decade, with 2024 seeing **323 new stores and only 37 closures** nationwide. At the same time, demand for low-key, experience-driven bars and sober-friendly venues is surging, particularly among **Millennial and Gen Z consumers** seeking intentional, community-oriented spaces.

Our target market includes adults aged 25–45 who value reading, local culture, sustainability, and relaxed social environments. The location—near a walkable, tourism-rich historic district with a median household income of \$103,000—offers year-round visitor traffic from Main Street attractions, Lindenwood University, and Ameristar Casino.

The business will feature:

- A **curated mix** of new and used books highlighting diverse voices and trending genres.
- Craft cocktails, mocktails, and locally roasted coffee inspired by literature.
- **Locally made gifts and merchandise** from minority, LGBTQ+, and women-owned suppliers and artists.
- A **regular events calendar**, including author readings, themed nights, and creative workshops.

Financially, Strange Sisters projects **\$418k in annual net sales** and **\$20Ik in operating profit** at steady state, with a healthy **48.1% operating margin**. Break-even occurs at \$3Ik in monthly sales—well below the base forecast.

We are seeking **\$250,000 in startup funding**, allocated to lease, build-out, inventory, equipment, marketing, licensing, and six months’ working capital. This investment will establish Strange Sisters as a **cultural anchor** in St. Charles: a destination that celebrates books, craft beverages, and inclusive community.



MARKET ANALYSIS

Industry Overview

The bookstore/cocktail bar concept sits at the intersection of two steadily evolving industries: independent bookstores and experiential bar service. Despite challenges in traditional retail, the **American Booksellers Association** has reported year-over-year growth in independent bookstores over the past decade, with consumers increasingly seeking curated, community-driven spaces over big-box chains. They report strong growth for independents in 2024, with membership and store locations increasing and **323 new brick-and-mortar, pop-up, and mobile stores opening in 2024** ([The American Booksellers Association](#)). According to [PublishersWeekly.com](#), ABA membership reached 2,844 stores in 2024, an 11% YOY increase.

Simultaneously, **cocktail culture** continues to rise, with particular interest in craft drinks, sober-friendly options, and venues that prioritize ambiance and conversation over volume and nightlife.

According to the **National Restaurant Association**, low-key, experiential bars (including book bars, board game cafés, and themed lounges) are growing in popularity—especially among Millennials and Gen Z adults who value intentional spaces and community ([NRAnationalrestaurantshow.com](#)).

Target Market

The primary audience for this concept includes **adults aged 25–45** who are:

- Avid or casual readers:
 - Book-centric social media such as BookTok and Instagram continues to drive foot traffic into bookstores. According to [People.com](#), Barnes & Noble plans to add 60 new stores in 2025 as ‘third-spaces’ continue to boom.
- Looking for relaxing, aesthetic experiences
- Environmentally and socially conscious:
 - **66% of U.S. consumers** are willing to pay more for sustainable products—even amid inflation pressures ([Sustainable Brands](#)).
 - **72% of global consumers** say they would pay a premium for sustainable products while **34%** are more likely to buy products labeled with sustainable credentials ([arbor.eco](#)).
 - **78% of U.S. consumers** believe that living sustainably is important to them ([McKinsey & Company](#)).
- Interested in unique gifts and local art
- Seeking alternatives to noisy bar scenes

This demographic often includes professionals, creatives, educators, and students—many of whom live, work, or socialize in **St. Charles and the greater St. Louis metro area**.

In addition, the bookstore's sober-friendly options and inclusive culture will appeal to:

- The growing “**sober curious**” movement, the below illustrating strong demand growth for sophisticated, low- and no-alcohol alternatives:
 - “In 2023, U.S. volumes of non-alcoholic beverages grew 29% year-over-year—beating low-alcohol alternatives by a wide margin. Specifically, non-alcoholic RTDs rose 36%, non-alcoholic spirits by 32%, and non-alcoholic beer increased 30%.” [Escoffier](#)
 - “The U.S. non-alcoholic beverages market was estimated at **~\$280.2 billion in 2023** and is forecast to grow at a **7.4% CAGR (2024–2030)**.” [Grand View Research](#)
 - LGBTQ+ adults seeking safe, affirming social spaces
 - Customers with sensory sensitivities or social anxiety who prefer calm atmospheres
-

Location and Local Market

St. Charles, Missouri offers a unique opportunity for this business. It blends a historic, walkable downtown with an evolving population of young professionals and creatives. The city hosts tourism year-round and includes Lindenwood University, which brings a steady flow of college-age and graduate-level readers and drinkers.

- St Charles County population is approx. 400,000 ([Census.gov](#), Census Business Builder)
- 32.6% of population is aged 25-44 and the median HH income \$103,000 ([Census.gov](#), Census Business Builder)
- St. Charles' Historic Main Street hosts numerous annual festivals and attractions drawing **millions of visitors** yearly; Ameristar Casino nearby attracts double-digit millions of visitors annually—supporting strong tourist foot traffic in the downtown area.”
cdn.placewise.com/discoverstcharles.com

The area currently offers a range of bars and independent shops, but no known 21+ venue that **blends literary culture with curated cocktails**. This hybrid format fills a gap between a bookstore, a lounge, and a community event space—offering a new experience that complements the city's established tourism and local business ecosystem.

Competitive Landscape

While there are several independent bookstores and bars in the St. Louis region, none in St. Charles appear to combine both offerings under one roof. The closest analogs may be:

- Indie bookstores offering coffee or light snacks
- Speakeasy-style bars with niche atmospheres
- Themed cafés (e.g., board game or art cafés)

This venture's unique selling points include:

- 21+ entry, ensuring an adult-focused space
- Mocktail and coffee bar offerings
- Sustainability and vintage decor focus
- Partnerships with local-, minority-, LGBTQ-, and women-owned suppliers
- Later hours than other bookshops (IIPM closing)
- Use of refurbished furniture and local art
- Potential event space for book clubs, themed events, or pop-ups

Market Trends & Opportunity

Trends supporting this venture include:

- Growth of **“third spaces”**: non-work, non-home places where people gather and connect
- Increased interest in **sober/social** venues
- Consumers prioritizing **experiences over goods**
- Support for local, ethical, and sustainable businesses
- A rising **bookish aesthetic** seen across Instagram, BookTok, and TikTok

This business model leverages these trends to create a space that's part community lounge, part cultural hub, and part ethical retail shop. With thoughtful execution and community outreach, the bookstore/bar can become a beloved anchor in the St. Charles scene.



ORGANIZATION & MANAGEMENT

Strange Sisters LLC is registered as a Limited Liability Company in the state of Missouri. The business will operate under a DBA (Doing Business As) name, which will reflect the unique identity and theme of the 21+ bookstore and cocktail bar.

Ownership of the business is equally shared between sisters **Sarah Davison** and **Julie Davison**, with each holding a 50% stake in the company.

Founding Team

Sarah Davison, MBA brings a strong background in marketing, branding, and creative development. As an Associate Creative Director: Writer for Purina Checkmark, she has led campaigns and social media strategies with a focus on consumer engagement. Sarah's creative strategy skills and existing network of business and personal contacts will play a key role in developing the brand identity and promoting the business to the local and regional community. In addition, she will manage bar operations, train bartenders, and oversee all marketing and online activities.

Julie Davison currently serves as an Operations Manager for Genpact and has a decade of prior experience as a Walgreens store manager. She brings a proven track record in retail operations, staffing, and customer service. Julie has successfully led both frontline and administrative teams, with particular strength in reducing employee turnover and optimizing workflow. She will manage bookstore inventory, retail operations, and hiring and supervision of staff.

Resumes for both partners are attached.

Roles and Staffing Plan

While there will be significant collaboration between the owners during startup and early operations, initial responsibilities will be divided as follows:

- **Sarah Davison** – Bar management, drink program development, marketing and branding, community engagement
- **Julie Davison** – Retail management, book inventory and merchandising, staff hiring and operations

At launch, the business plans to hire at least two additional employees, including one bartender. As the business grows, staffing will expand to include additional bartenders, baristas, and part-time booksellers as needed.



PRODUCTS & SERVICES

Strange Sisters will offer a curated and evolving collection of books, beverages, merchandise, and experiences that reflect our reader-centric identity, inclusive values, and commitment to local community. Our offerings are designed to create a space that invites discovery, creativity, comfort, and connection.

At launch, proposed business hours will be:

- Sundays 11AM to 9PM
- Closed Mondays
- Tuesdays

Books

We will offer a rotating selection of **new and used books**, carefully chosen to center diverse voices, trending genres, and reader favorites. Categories will include:

- Gothic Horror
- Romantasy
- Historical Fiction
- Supernatural & Paranormal
- BookTok Favorites
- Nonfiction & Social Justice
- Personal Growth
- Dystopian
- True Crime
- Mystery & Thriller
- Employee Picks

Used books will be accepted for **store credit trade-ins**, encouraging both recycling and repeat visits. We will explore potential partnerships with local libraries and literacy organizations to source additional used inventory and support literacy initiatives.

New titles and merchandising will be purchased through **local and minority-owned suppliers** whenever possible. We will also seek collaborations with **Main Street Books**, other independent retailers, and small presses to promote local authors and amplify underrepresented voices. While we are competitors to other local bookshops, we are all united in supporting the art of reading, writing and kindness, and we will thus support fellow businesses in the industry.

Beverages

Our bar menu will feature **reading-themed craft cocktails, mocktails, coffee, tea,** and **a rotating selection of local beer and non-alcoholic options.** Seasonal menus will draw inspiration from books, authors, and cultural moments. Example offerings may include:

- “The Basgiath Bramble” (blackberry gin cocktail)
- “The Mad Hatter” (herbal tea-based mocktail)
- “Tall, Dark & Stormy” (modern twist on a dark & stormy)

Key beverage partners may include:

- **Switchgrass Spirits** (St. Louis-based, female-owned distillery)
- Picasso’s Coffee Roasters (St. Charles local)
- Side Project, Narrow Gauge, Second Shift, other local breweries
- Local tea maker

Pending local regulations, we may offer a **corkage fee** for customers who wish to bring their own beer or wine, and our bar staff will be trained to prioritize both hospitality and inclusivity—offering sober-friendly service with the same care and craft.

Merchandise & Gifts

Our retail space will feature an array of **book- and socially themed merchandise,** much of which will be designed by local and underrepresented artists. Inventory will include:

- Bookmarks, reading lights, and reading accessibility tools
- Candles, blankets, mugs, coasters, jewelry and apparel
- Book-based craft kits (for DIY bedazzling and cover art)
- Seasonal or theme-based bundles and displays

Select merchandise sales will directly benefit **local pet rescues, LGBTQ+ organizations, and social justice causes** through planned donation drives and seasonal campaigns.

Events & Community Experiences

Strange Sisters will offer a regular calendar of inclusive, creative, and interactive events. These will drive foot traffic, encourage community, and reinforce our role as a third space for people to gather, learn, and relax. *Full details can be found in the Marketing & Sales section.*

Planned events include:

- Silent Story Nights
- Build-A-Story Nights
- Book Bedazzling & Page Stenciling Workshops
- Local Author Readings & Signings
- Rotating Art Galleries
- Theme Nights

Event Rentals & Community Room

If the final location allows, one room will be designated as a **bookable event space** for:

- Book clubs, private parties, and ladies nights out
- Adult birthday celebrations
- **Workshops and meet-ups for mission-aligned nonprofits** (space will be donated or deeply discounted in support of community causes)
- Small literary and romantasy-themed weddings with stylized floral and genre décor

Delivery menus from nearby local restaurants and **food truck collaborations** will supplement events in lieu of a full kitchen, and guests will be encouraged to bring or order in food from nearby businesses.

One-of-a-Kind Atmosphere

The experience of visiting our shop will be immersive and calming, with:

- Instrumental pop music playing at low volume
- Upcycled vintage furniture and sustainable décor
- Soft lighting and warm, layered textures
- Rotating installations of local artwork (available for purchase)

By intentionally curating every detail—from books and drinks to music and merch—we will offer a space unlike anything else in St. Charles: **a bookish bar that feels like a second home, brimming with charm and inspiring imagination.**



MARKETING & SALES

Customer Acquisition

For any new business, driving awareness leading up to and beyond the grand opening is critical. Given the immediate and enthusiastic response of everyone who has heard the business model approach, we feel confident this is a winning concept, but our key to success lies in getting the word out.

Social Media Engagement

Once financing and a lease is secured, we will launch social accounts on TikTok, Instagram, BlueSky and Facebook. These accounts will document the progress of the space buildout, share insider looks at the authors and genres we'll be carrying and inviting feedback, finding and highlighting local designers and artists, and connecting on a personal level with followers to drive interest and excitement.

We will feature giveaways for store merch and credits as we hit key follower milestones (1000, 5000, etc), encouraging current followers to share our accounts with their friends as well. Two weeks before the grand opening event, we will give away 3 pairs of VIP tickets to our grand opening event, which will grant the holders to a free cocktail or mocktail, one free t-shirt to choose at the event, and one free book—plus a printed photo from the “read” carpet to commemorate the event.

Social ad spend will be determined based on organic performance leading up to business grand opening.

Influencer Engagement

We will identify 3 to 5 key influencers in the local book community and mixology community that align with our inclusive culture and invite them to tour the space prior to the grand opening. Book influencers will have a featured book with their name and account info on display, while our mixologist influencers will have featured cocktails or mocktails named in their honor, with their info listed on the event menus. In return, they will share information about the location with their followers, including live updates from the grand opening and a set number of posts after the event as well.

Grassroots Outreach

To be truly rooted in community means that we will work hard to connect with key organizations in the neighborhoods around us. We'll create flyers to be hung in local like-minded businesses to drive grassroots awareness, and will engage with them in the channels they prefer to help support them reciprocally.

Events & Community Experiences

Strange Sisters will offer a regular calendar of inclusive, creative, and interactive events. These will drive foot traffic, encourage community, and reinforce our role as a third space for people to gather, learn, and relax.

Planned events include:

- **Silent Story Nights** – Guests listen to audiobooks/podcasts via headphones while shopping, reading, or sipping, followed by optional discussion in a designated “Talk About It” space.
- **Build-a-Story Nights** – Collaborative storytelling open mics where participants weave a tale from randomized prompts.
- **Book Bedazzling & Page Stenciling Workshops** – Supplies + a drink included with ticket; participants can choose a favorite book from their own collection, or buy one from us.
- **Local Author Readings & Signings** – Co-hosted with Main Street Books, Novel Neighbor, or indie publishers.
- **Rotating Art Galleries** – Organized in collaboration with MOMA (Missouri Artists on Main Gallery) and local artists.
- **Theme Nights** – Regular drink and merch promotions tied to genres, events, or pop culture/TV shows/movies (e.g., Drag Race, Halloween Wars, "Halloween Every Month", movies and shows based on popular books).

Podcast

Currently, Sarah is in the process of launching a podcast that discusses her life post-divorce in her early 40s and all that comes with it, including finally realizing she can achieve her dream of opening this business with Julie. While in its infancy, as the following grows, it will drive excitement and awareness of this business and its opening date.

Followers will be informed on giveaways and social support, and will hear how the business was dreamed up, organized, funded, designed and opened. Not only will the podcast openly share learnings about opening a small business, it will create a very human connection with its founders and help followers see the magic of reading, and of finding a safe space to hang out in with likeminded cohorts.

Traditional Advertising

With limited funds available beyond essential startup costs, there are no current plans to spend advertising dollars in many traditional channels, although community newspapers provide one exception. With the help of peers in the industry, we plan to host pre-opening interviews with area journalists, podcasters, and bloggers, which may include small advertising buys with key outlets.

Customer Retention

Loyalty & Rewards Programs

To build a repeat customer base, we plan to implement two key programs: a rewards program that earns patrons store credits to keep them coming back, and a fun nostalgia-driven loyal reader program that encourages social sharing and tagging to earn extra freebies, driving word-of-mouth marketing at a low cost.

REWARDS: Rewards Due Cards

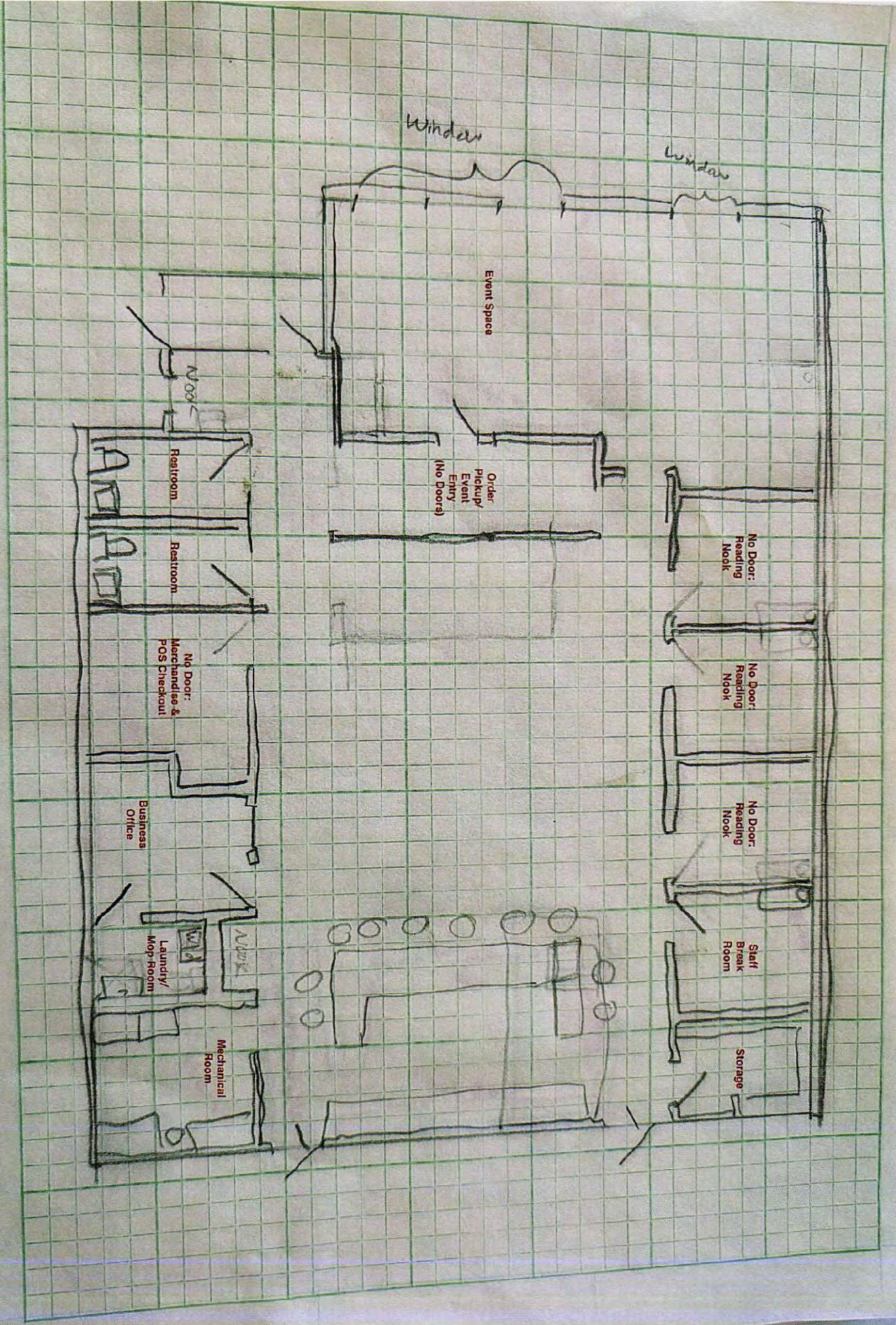
Playing on library themed due date cards, our rewards program will be a simple stamp & fill card, designed to look like a mini version of the due date cards in old library books, and each stamp will be a date stamp of the purchase date. Every \$10 spent earns one date stamp, with 15 slots to be stamped prior to redemption. Once all 15 slots are stamped, the bearer can choose a free t-shirt, a free NEW book (up to \$30 list price), or a \$25 store credit.

Stamps are earned at the bar as well as with retail purchases and can be redeemed in both spaces as well.

LOYAL READERS: Book'd It

Pizza Hut famously ran the BookIt program for grade school readers for years, rewarding reading with free personal pan pizzas. As an adult, wouldn't it be nice to be able to read your way to free stuff, too? We have always thought so. Meet Book'd It, our loyal readers program. Every time a customer tags us in a post with what book they just finished reading and shares on Instagram, TikTok and/or Facebook, they earn a star sticker on their Book'd It badge. For every 5 books they finish and tag us in, they earn a free coffee, tea or featured mocktail.





RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance



Ward(s): 9-Bart Haberstroh

Sponsor(s): _____

Description:

LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2026-04

Applicant: Sarah Davison, Strange Sisters LLC d/b/a Tomes & Tonics at 2454 W Clay

License Type: Full By the Drink and Sunday

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is a request from Sarah Davison for the grant of a liquor license for Strange Sisters LLC d/b/a Tomes & Tonics located at 2454 W Clay. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri. This is a new liquor license application. There is no liquor license currently issued for the premises.

Staff Recommendation: Approved.

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

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

Fiscal Impact: _____ N/A

Account #: N/A

Project #: N/A

RCA prepared by: PMB Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. J

01/20/2026

Liquor License Application Departmental Approval Form
Please Return to Nancy Patricia Bayes / Collection Dept. A.S.A.P.

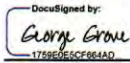
Before the attached liquor license application submitted by:

Applicant name: Sarah Davison
d/b/a: Strange Sisters LLC d/b/a Tomes & Tonics
Location: 2454 W Clay

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

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

Police Department:

Approved Signature:  _____ Date: 1/20/2026

Not Approved Reason(s): _____

01/20/2026

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: Sarah Davison
d/b/a: Strange Sisters LLC d/b/a Tomes & Tonics
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A signature below indicates compliance with any or contingency on all City requirements being met.

Fire Department

Approved **Approved with Conditions** **Not Approved**

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Grayani Date: 1/20/2026

01/20/2026

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: Sarah Davison
d/b/a: Strange Sisters LLC d/b/a Tomes & Tonics
Location: 2454 W Clay

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

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

Community Development

Zoning District C2 Historic Preservation District NA Occupancy Permit No

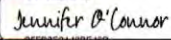
Approved **Approved with Conditions** **Not Approved**

Conditions of Approval _____

Reason(s) for denial: _____

Signature:  Date: 2/17/2026

Finance Department

Approved Signature:  Date: 2/17/2026

Not Approved Reason(s): _____



WARD 9

BART HABERSTROH

STRANGE SISTERS d/b/a TOMES & TONICS

2454 W CLAY



SUPPLEMENTAL RCA

RCA FORM (OFFICE USE ONLY)

Bill # 14062

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Case No. Z-2026-01. (Boone's Lick Development LLC) An application to rezone approximately 3.00 acre tract of land, which include three (3) parcels, two (2) from "R-1E/EHP" and one (1) from "C-1/EHP" to "C-2/EHP" for a proposed Motor Court Use (19 total units). The property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application has been withdrawn by the applicant.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: MPB Dept. Dir. [Signature] Finance Dir. N/A Dir. of Admin. 9

RCA FORM (OFFICE USE ONLY)

Bill # 14062

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Mark Hollander

Description:

Case No. Z-2026-01. (Boone's Lick Development LLC) An application to rezone approximately 3.00 acre tract of land, which include three (3) parcels, two (2) from "R-1E/EHP" and one (1) from "C-1/EHP" to "C-2/EHP" for a proposed Motor Court Use (19 total units). The property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received a rezoning application from Boone's Lick Development LLC to rezone three (3) parcels within the Extended Historic Preservation District. Two (2) parcels, generally located at the northwest corner of Allen Avenue and Sandra Avenue, are currently zoned R-1E/EHP Single-Family Residential within the Extended Historic Preservation District, and one (1) parcel, generally located northwest of the intersection of Reservoir Avenue and Allen Avenue, is currently zoned C-1/EHP Neighborhood Business District within the Extended Historic Preservation District. The applicant is requesting that all three (3) parcels be rezoned to C-2/EHP General Business District within the Extended Historic Preservation District for the purpose of developing a 19 unit Motor Court use on the subject parcels.

The Planning and Zoning Commission considered this item at their February 9, 2026 meeting where the applicant spoke. There were eight (8) public speakers in opposition with concerns related to traffic, the impact of the use on a residential area, and potential future uses of the C-2 district. The Commission forwarded a recommendation for denial to the City Council (0 in favor, 8 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #6

**STAFF REPORT
REZONING CASE NO. Z-2026-01
LOTS 4 & 7 OF THE HALLS SUBDIVISION**

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT/OWNER: Boone’s Lick Development LLC
1122 Greystone Manor Parkway
Chesterfield, MO 63005

ADDRESS/LOCATION: Lots 4 & 7 of the Halls Subdivision
Ward 2

LOT SIZE: 3.00 acres (more or less)

EXISTING ZONING: Two (2) Parcels: R-1E/EHP Single-Family Residential District within the Extended Historic Preservation

One (1) Parcel: C-1/EHP Neighborhood Business District within the Extended Historic Preservation District

REQUESTED ZONING: C-2/EHP General Business District within the Extended Historic Preservation District

SURROUNDING ZONING:

Direction	Zoning	Use
North	C-2	Vacant
South	R-1E	Single-Family Residence
East	C-1	Restaurant
West	C-2/EHP	Single-Family Residence

SUMMARY/ANALYSIS

The City has received a rezoning application from Boone’s Lick Development LLC to rezone three (3) parcels within the Extended Historic Preservation District. Two (2) parcels, generally located at the northwest corner of Allen Avenue and Sandra Avenue, are currently zoned R-1E/EHP Single-Family Residential within the Extended Historic Preservation District, and one (1) parcel, generally located northwest of the intersection of Reservoir Avenue and Allen Avenue, is currently zoned C-1/EHP Neighborhood Business District within the Extended Historic Preservation District. The applicant is requesting that all three (3) parcels be rezoned to C-2/EHP General Business District within the Extended Historic Preservation District for the purpose of developing

a 19 unit Motor Court use on the subject parcels. The subject parcels are vacant and are a total of 3.00 acres (more or less) in size. The requested C-2 zoning district includes motor courts as a permitted use, where the R-1E and C-1 zoning districts do not.



Figure 1: Aerial Photo of the Subject Property.

A Motor Court is a lodging accommodation specifically identified in the City Code alongside hotels and motels. It is a type of lodging that features individual units with entrances that face a parking area. This is a similar use to a motel; however, a motor court typically consists of individual buildings or small groupings of buildings rather than a single structure. In this case, the developer is proposing five (5) groupings of attached townhomes with 19 units in total to be rented for short term stays. Because the proposed development is more than five units and is located on property zoned for commercial use, it would not be considered a short term rental, which by definition is less than five units. Therefore, this proposal has been categorized under the hotel, motel, and motor court use classification. Through a review of the City Code, staff determined that this proposal most closely aligns with this specific lodging classification.



Figure 2: Rendering of proposed motor court structures.

Because this property is located within the Extended Historic Preservation District, a review of a Site Plan for new development/construction falls under the purview of the Landmarks Board and not the Planning and Zoning Commission. This item is slated for Site Plan review at Landmarks February 23, 2026 meeting. The site plan has been included as an attachment for reference.



Figure 3: Aerial rendering of proposed motor court development.

Area Land Uses

Figure 4, below, illustrates the surrounding zoning of the subject parcel. The C-2 zoning district is assigned to the parcels located directly to the north and northwest with the R-1E district located to the south and east. South of Tompkins Street, the 5th Street corridor is almost entirely commercial uses with C-2 zoning.

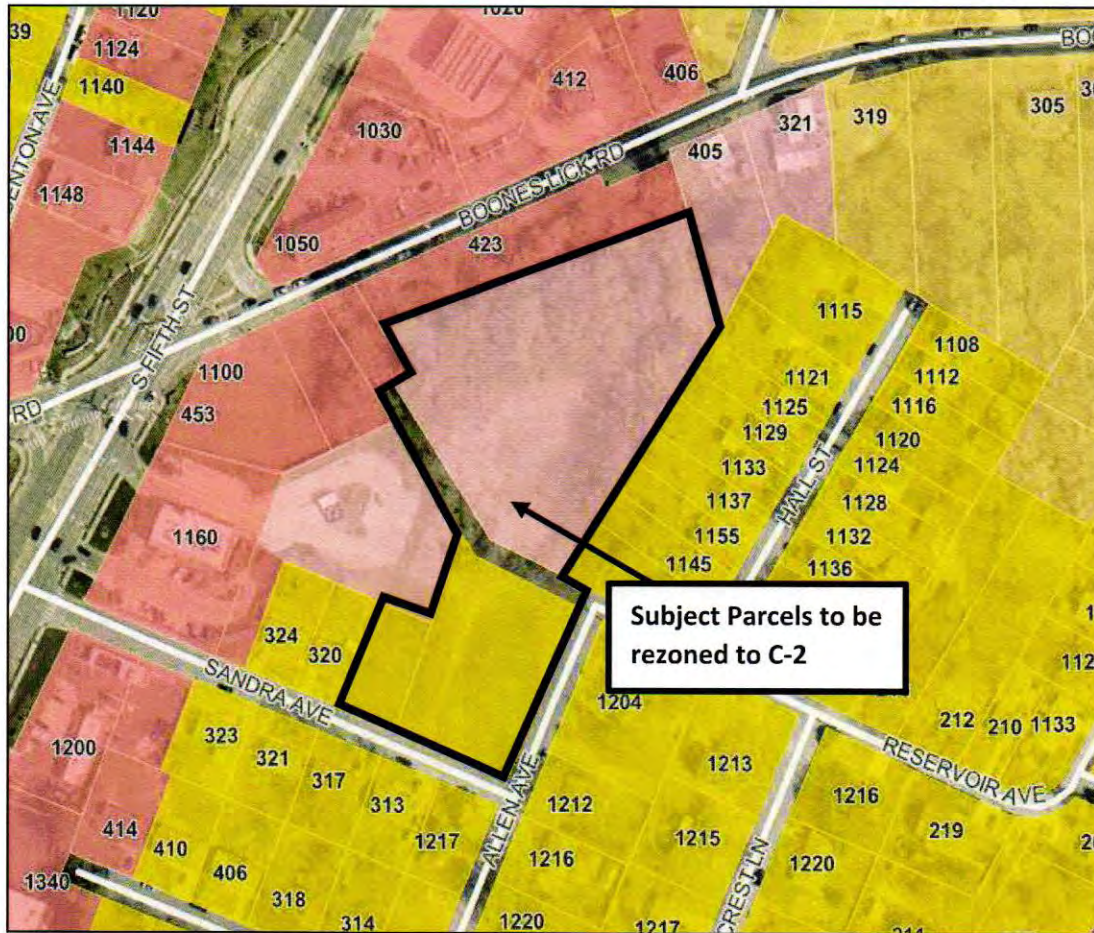


Figure 4: Area zoning and subject parcels for proposed rezoning.

Although the proposed rezoning is adjacent to an established residential district, the requested commercial zoning is consistent with the surrounding land use pattern. Additionally, the low intensity of the proposed motor court with short term stays would serve as a transitional use between the commercial and residential districts.

C-2 Land Uses

Despite this approval being specific to the motor court use, all uses of the C-2 zoning district would be applicable at this location if these rezonings were to be approved. This includes uses that are already permitted within the C-1 Neighborhood Commercial district, as well as additional uses allowed under C-2. The uses specific to the C-2 district are listed in the chart, below and on page 5 (proposed land use is highlighted for convenience).

Permitted Uses	Conditional Uses
Ambulance services, public or private	Indoor firearm ranges.
Amusement places, including dance halls and similar activities	Motor vehicle sales and rentals, new and used and temporary motor vehicle storage
Archery ranges	Microbreweries, brew pubs, craft distilleries, bars and wineries
Building contractor establishment	Shipping container structures.
One (1) dwelling unit is permitted above the first floor	Secondhand sales
Dry cleaning or laundry establishment	Taxicab stations and stands
Equipment rental and leasing services, including lawn mower, yard and garden equipment, trailers (not mobile homes) and other such items	Taxidermy
Exterminators	
Hotels, motels or motor court/lodges, bed-and-breakfast establishments and inns	
Meeting facility	
Motor Vehicle Repair	
Plumbing, heating and air-conditioning shop, upholstery shop (not involving furniture manufacture), appliance repairs and general service and repair establishments similar in character to those listed in this item.	
Recreational uses, outdoor	
Schools for industrial training, trade or business.	

Table 1: C-2 Zoning District Uses (highlighted is the intended land use)

It is Staff opinion that of the 21 uses listed in the table above, most would not have a negative impact on the established residential area to the east and south, while others would be limited/constrained by C-2 and other City Design Standards, limiting possible negative impacts.

Many of the more intense uses of the C-2 district, such as vehicle sales, indoor firearm ranges, and liquor establishments, would not be permitted by right and would instead require conditional use review prior to approval. This additional review would allow the City and residents to evaluate the use on a case-by-case basis to determine the appropriateness. As indicated earlier, design standards are in place to protect neighboring residential properties from potential adverse impact of the more intense by right uses. These standards include protective landscaped screening, greater building setbacks, and outdoor storage restrictions which are subject to additional Site Plan review by the City. Specifically, the following design standards must be met when a site adjoins a residential property:

- A landscaped greenbelt at least twenty (20) feet planted with trees and shrubs.
 - In addition to either a visual screen with a minimum height of six (6) feet in height or a masonry wall/wood fence of at least six (6) feet in height
- A twenty (20) foot rear yard building setback
- A twenty (20) side yard building setback
- All storage must be located within a completely enclosed building unless appropriately screened from the street with a wall or fence

That being said, the requested C-2/EHP zoning, including the proposed motor court, is consistent with the character of the district and are appropriate with the surrounding area/development patterns. Many of the remaining uses permitted within the district should also be appropriate, especially with the applicable special review processes and design standards of the C-2 District as pointed out above.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located in-between Activity Center #6 (Historic Downtown) and Activity Center #7 (I-70/5th Street Interchange). These Activity Centers are intended to support a mixed-use urban environment, with a broad spectrum of residential and commercial uses. The purpose of these Activity Centers is to foster a vibrant downtown area that serves as a central hub for the community while also a gateway into the downtown area via this intersection/corridor.

The proposed rezoning to C-2/EHP aligns with the Activity Center objectives by permitting a mix of uses, such as the proposed commercial motor court and other permitted uses in the C-2 zoning, and providing a transitional buffer between 5th Street and the Residential district to the west via

required design standards. Additionally, C-2 zoning is already present directly to the west, and extends along the corridor along 5th Street, establishing consistency with the existing zoning pattern.

Furthermore, the proposed C-2 zoning district is also compatible with the goal of the Historic Downtown Sub-District to allow for “infill in areas outside of the Sub-District’s main corridors, incorporating an appropriate mix of uses and respecting the historic character”.

After review, The Department of Community Development finds that the proposed rezoning is consistent with the adopted Comprehensive Plan.

STAFF RECOMMENDATION

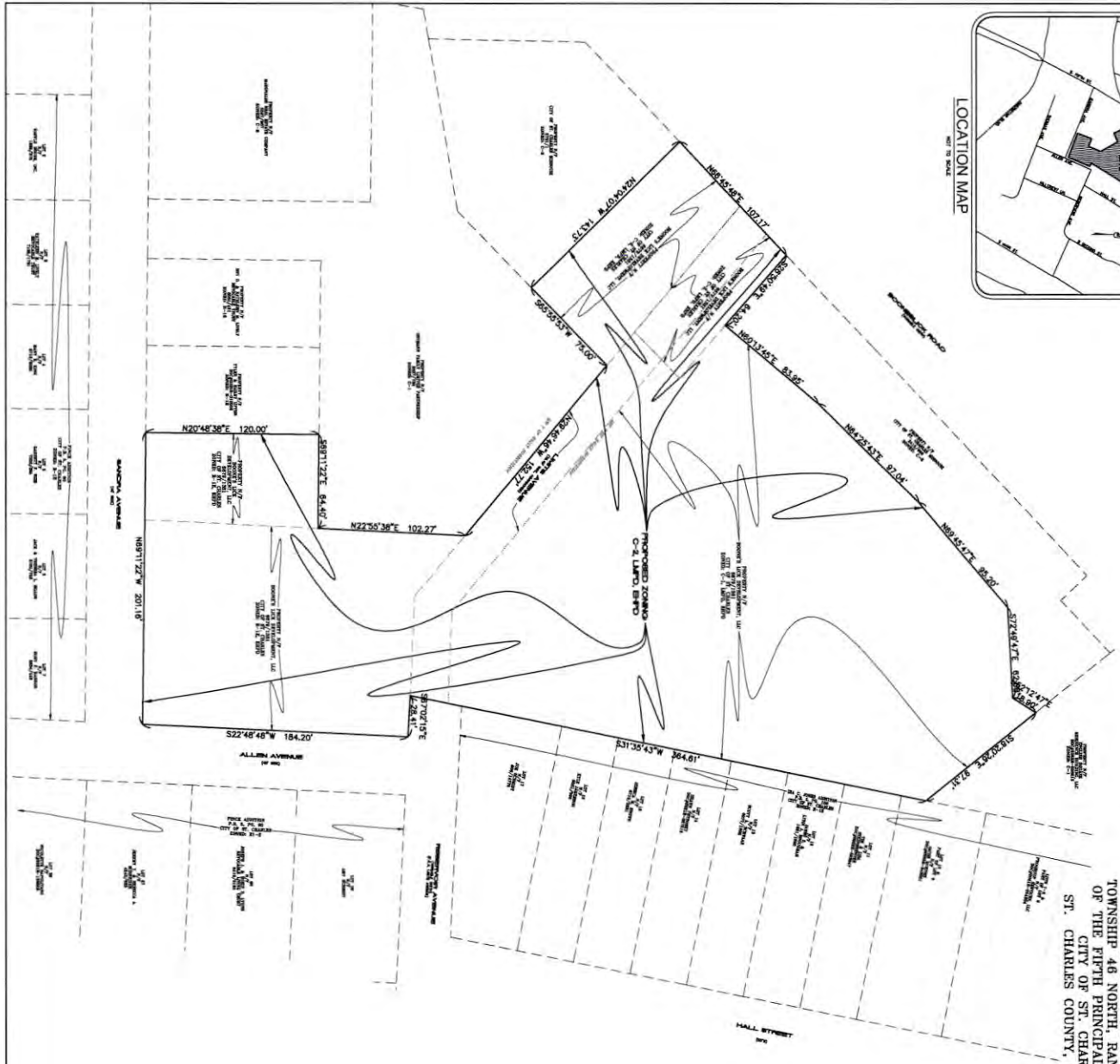
After review of the rezoning request, potential land uses within the City’s Zoning Ordinance and area development patterns, staff believes the requested rezoning justified. The Department of Community Development recommends the rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motion:

Motion to forward application Z-2026-01, to the City Council with a favorable recommendation as submitted.



A REZONING EXHIBIT FOR
BOONE'S LICK
STORY TERM STAY
 FIVE TRACTS OF LAND BEING PART OF LOT 4 & LOT 7 OF
 "HALLS SUBDIVISION"
 PLAT BOOK 3, PAGE 337
 TOWNSHIP 46 NORTH, RANGE 6 EAST
 OF THE FIFTH PRINCIPAL MERIDIAN
 CITY OF ST. CHARLES,
 ST. CHARLES COUNTY, MISSOURI



LAND DESCRIPTION:
 The five tracts of land being part of Lot 4 and Lot 7 of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri, are described as follows:
 Tract 1: A certain lot of land containing 0.1133 acres, more or less, bounded on the north by the south line of Lot 4, on the east by the west line of Lot 4, on the south by the north line of Lot 4, and on the west by the east line of Lot 4, as shown on the plat of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri.
 Tract 2: A certain lot of land containing 0.1133 acres, more or less, bounded on the north by the south line of Lot 4, on the east by the west line of Lot 4, on the south by the north line of Lot 4, and on the west by the east line of Lot 4, as shown on the plat of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri.
 Tract 3: A certain lot of land containing 0.1133 acres, more or less, bounded on the north by the south line of Lot 4, on the east by the west line of Lot 4, on the south by the north line of Lot 4, and on the west by the east line of Lot 4, as shown on the plat of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri.
 Tract 4: A certain lot of land containing 0.1133 acres, more or less, bounded on the north by the south line of Lot 4, on the east by the west line of Lot 4, on the south by the north line of Lot 4, and on the west by the east line of Lot 4, as shown on the plat of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri.
 Tract 5: A certain lot of land containing 0.1133 acres, more or less, bounded on the north by the south line of Lot 4, on the east by the west line of Lot 4, on the south by the north line of Lot 4, and on the west by the east line of Lot 4, as shown on the plat of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri.

PREPARED FOR:
 BOONE'S LICK DEVELOPMENT, LLC
 112 BROADWAY
 CHESTERFIELD, MO 63003

DATE	01/17/2016
BY	ANDREW W. HARRIS
CHECKED BY	ANDREW W. HARRIS
DESIGNED BY	ANDREW W. HARRIS
DRAWN BY	ANDREW W. HARRIS
SCALE	AS SHOWN
PROJECT	BOONE'S LICK
REVISION	
NO.	
DATE	
BY	
CHECKED BY	
DATE	
BY	
CHECKED BY	
DATE	

1 of 1











ENGINEERING
PLANNING
SURVEYING

Land Description

3.146 Acres

January 12, 2026

Bax Project No. 16-16858B

JLH

Five tracts of land being part of Lot 4 and Lot 7 of "Halls Subdivision", a subdivision according to the plat thereof recorded in Deed Book 3 Page 337 of the St. Charles County Records, within township 46 north, range 5 east of the fifth principal meridian, city of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of Lot 7 of "Finck Addition", a subdivision according to the plat thereof recorded in Plat Book 5, Page 60 of the St. Charles County Records; thence leaving the said Northeast corner of Lot 7 of "Finck Addition", North 22 degrees 48 minutes 48 seconds East 40.02 feet to a point on the North right-of-way line of Sandra Avenue, 40 feet wide, said point being the Actual Point of Beginning of the tract of land herein described; thence along the said North right-of-way line of Sandra Avenue, North 69 degrees 11 minutes 22 seconds West 201.16 feet to a point on the East line of property conveyed to Tyler and Hailey Upton by deed recorded as Document Number 2025R-012559 of said Records; thence along the said East line of the Upton property, North 20 degrees 48 minutes 38 seconds East 120.00 feet to a point on the South line of property conveyed to the Ostmann Family Limited Partnership by deed recorded in Book 2637 Page 780 of said Records; thence along the said South line of the Ostmann Family Limited Partnership property and continuing along the East, Northeast and Northwest line of said Ostmann Family Limited Partnership property, the following courses and distances, South 69 degrees 11 minutes 22 seconds East 64.40 feet; North 22 degrees 55 minutes 38 seconds East 102.27 feet; North 29 degrees 46 minutes 46 seconds West 152.77 feet; and South 65 degrees 55 minutes 53 seconds West 75.00 feet to a point on the Northeast line of property conveyed to the City of St. Charles Missouri by deed recorded in Book 5791 Page 1 of said Records; thence along the said Northeast line of the City of St. Charles Missouri property, North 24 degrees 04 minutes 07 seconds West 143.73 feet to a point on the Southeast right-of-way line of Booneslick Road, variable width; thence along the said Southeast right-of-way line of Booneslick Road, North 66 degrees 45 minutes 48 seconds East 107.17 feet to a point on the West line of property conveyed to the City of St. Charles, Missouri by deed recorded in Book 3416 Page 699 of said Records; thence along the said West line of the City of St. Charles, Missouri and continuing along the Southeast line of the City of St. Charles, Missouri property, the following courses and distances, South 28 degrees 50 minutes 49 seconds East 64.20 feet; North 60 degrees 13 minutes 45 seconds East 83.95 feet; North 64 degrees 25 minutes 43 seconds East 97.04 feet; North 69 degrees 45 minutes 47 seconds East 95.20 feet; South 72 degrees 49 minutes 47 seconds East 62.68 feet; and North 52 degrees 12 minutes 47 seconds East 18.90 feet to a point on the West line of property conveyed to the English Square Residence Building, LLC property by deed recorded as Document Number 2023R-036213 of said Records; thence along the said West line of the English Square Residence Building, LLC property, South 18 degrees 20 minutes 26 seconds East 97.31 feet to a point on the Southeast line of the "Ira C. Jones Addition", a subdivision according to the plat thereof recorded in Plat Book 3, Page 106 of said Records; thence along the said Southeast line of the "Ira C. Jones Addition", South 31 degrees 35 minutes 43 seconds West 364.61 feet to a point on the South right-of-way line of Reservoir Avenue, variable width;

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



ENGINEERING
PLANNING

Land Description

3.146 Acres

January 12, 2026

Bax Project No. 16-16858B

JLH

Page 2 of 2

thence along the said South right-of-way line of Reservoir Avenue, South 67 degrees 02 minutes 15 seconds East 28.41 feet to a point on the West right-of-way line of Allen Avenue, 40 feet wide; thence along the said West right-of-way line of Allen Avenue, South 22 degrees 48 minutes 48 seconds West 184.20 feet to the Point of Beginning, containing 3.146 acres.

January 12, 2026

City of St. Charles
Planning and Zoning
200 N. Second Street, Suite 303
St. Charles, MO 63303

Greetings:

I am writing on behalf of the development team for Boone's Lick Development, located at Sandra Drive near Fifth Street. We are excited about our proposal to bring a variety of upscale short term leased units to the City of St. Charles. The development will consist of a variety of townhome type units marketed toward professionals and tourists to the City of St. Charles. Proximity to shopping, convention center and Historic Main Steet make it attractive for visitors to the City.

The development will consist of a variety of 1, 2 and 3 bedroom units. Each will have a small living area and bedrooms. The overall site will consist of 5 buildings with a historic appearance. The site will be served by a private drive with gate. Amenities include a picnic table with BBQ pits and pickleball court for recreation.

Sincerely,

Boone's Lick Development Team

Date: Sun, Feb 8, 2026 at 8:05 PM

Subject: Case # Z - 2026 - 1 Boone's Slick Development, LLC

To: <Lara.berry@stcharlescity.mo.gov>

Ms Berry (Planning and Zoning Com)

I'd like to express my complete disapproval of the once again submitted "project - Motor Court Use / Motel " that out of area interests combined with local financially aligned interests are attempting to rezone in an established historic district ..

This type of business in St Charles City will draw more 'elements' associated with drugs, stealing, prostitution, family disputes and other vices and issues that St Charles City does not need more of .. !!!

It taxes our resources financially, disrupts organization , safety and will cause further traffic issues in the already congested area..

The area is also home to plenty of other types of motels, hotels and 'short term housing ' currently ..

I reside in St Charles City and own the property at 1129 Hall Street that directly borders this property and will drastically affect my property value with this type of business .. It was zoned as it is for a reason ..

Respectfully request this rezoning Proposal (Z 2026- 1) be DENIED ..
Please forward to your Board ...

Sincerely,
James/Lynn Brougham
314 651 9391

Sponsor: Mark Hollander

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “C-2/EHP” GENERAL BUSINESS DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT AN APPROXIMATE THREE (3) ACRE (MORE OR LESS) TRACT OF LAND WHICH INCLUDES THREE (3) PARCELS OF WHICH: TWO (2) PARCELS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF ALLEN AVENUE AND SANDRA AVENUE, ARE REZONED FROM ST. CHARLES CITY ZONING DISTRICT “R-1E/EHP” SINGLE-FAMILY RESIDENTIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT; AND, ONE (1) PARCEL GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF RESERVOIR AVENUE AND ALLEN AVENUE, IS REZONED FROM ST. CHARLES CITY ZONING DISTRICT “C-1/EHP” NEIGHBORHOOD BUSINESS DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT.

Whereas, an application for rezoning property was received from the owner of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its February 9, 2026, meeting and made an unfavorable recommendation (0 in favor, 8 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

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

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

A 3.0 acre (more or less) tract of land consisting of three (3) parcels, of which two (2) parcels are generally located at the northwest corner of Allen Avenue and Sandra Avenue and zoned St. Charles City Zoning District “R-1E/EHP” Single-Family Residential District within the Extended Historic Preservation District and one (1) parcel is generally located northwest of the intersection of Reservoir Avenue and Allen Avenue and zoned St. Charles City Zoning District “C-1/EHP” Neighborhood Business District within the Extended Historic Preservation District, are rezoned from their current zoning districts to St. Charles City Zoning District “C-2/EHP” General Business District within the Extended Historic District. The land is more particularly described in the Attached Exhibit A and incorporated by this reference.

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

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk





ENGINEERING
PLANNING
SURVEYING

Land Description

3.146 Acres

January 12, 2026

Bax Project No. 16-16858B

JLH

Five tracts of land being part of Lot 4 and Lot 7 of "Halls Subdivision", a subdivision according to the plat thereof recorded in Deed Book 3 Page 337 of the St. Charles County Records, within township 46 north, range 5 east of the fifth principal meridian, city of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of Lot 7 of "Finck Addition", a subdivision according to the plat thereof recorded in Plat Book 5, Page 60 of the St. Charles County Records; thence leaving the said Northeast corner of Lot 7 of "Finck Addition", North 22 degrees 48 minutes 48 seconds East 40.02 feet to a point on the North right-of-way line of Sandra Avenue, 40 feet wide, said point being the Actual Point of Beginning of the tract of land herein described; thence along the said North right-of-way line of Sandra Avenue, North 69 degrees 11 minutes 22 seconds West 201.16 feet to a point on the East line of property conveyed to Tyler and Hailey Upton by deed recorded as Document Number 2025R-012559 of said Records; thence along the said East line of the Upton property, North 20 degrees 48 minutes 38 seconds East 120.00 feet to a point on the South line of property conveyed to the Ostmann Family Limited Partnership by deed recorded in Book 2637 Page 780 of said Records; thence along the said South line of the Ostmann Family Limited Partnership property and continuing along the East, Northeast and Northwest line of said Ostmann Family Limited Partnership property, the following courses and distances, South 69 degrees 11 minutes 22 seconds East 64.40 feet; North 22 degrees 55 minutes 38 seconds East 102.27 feet; North 29 degrees 46 minutes 46 seconds West 152.77 feet; and South 65 degrees 55 minutes 53 seconds West 75.00 feet to a point on the Northeast line of property conveyed to the City of St. Charles Missouri by deed recorded in Book 5791 Page 1 of said Records; thence along the said Northeast line of the City of St. Charles Missouri property, North 24 degrees 04 minutes 07 seconds West 143.73 feet to a point on the Southeast right-of-way line of Booneslick Road, variable width; thence along the said Southeast right-of-way line of Booneslick Road, North 66 degrees 45 minutes 48 seconds East 107.17 feet to a point on the West line of property conveyed to the City of St. Charles, Missouri by deed recorded in Book 3416 Page 699 of said Records; thence along the said West line of the City of St. Charles, Missouri and continuing along the Southeast line of the City of St. Charles, Missouri property, the following courses and distances, South 28 degrees 50 minutes 49 seconds East 64.20 feet; North 60 degrees 13 minutes 45 seconds East 83.95 feet; North 64 degrees 25 minutes 43 seconds East 97.04 feet; North 69 degrees 45 minutes 47 seconds East 95.20 feet; South 72 degrees 49 minutes 47 seconds East 62.68 feet; and North 52 degrees 12 minutes 47 seconds East 18.90 feet to a point on the West line of property conveyed to the English Square Residence Building, LLC property by deed recorded as Document Number 2023R-036213 of said Records; thence along the said West line of the English Square Residence Building, LLC property, South 18 degrees 20 minutes 26 seconds East 97.31 feet to a point on the Southeast line of the "Ira C. Jones Addition", a subdivision according to the plat thereof recorded in Plat Book 3, Page 106 of said Records; thence along the said Southeast line of the "Ira C. Jones Addition", South 31 degrees 35 minutes 43 seconds West 364.61 feet to a point on the South right-of-way line of Reservoir Avenue, variable width;

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

EXHIBIT A



ENGINEERING
PLANNING

Land Description

3.146 Acres

January 12, 2026

Bax Project No. 16-16858B

JLH

Page 2 of 2

thence along the said South right-of-way line of Reservoir Avenue, South 67 degrees 02 minutes 15 seconds East 28.41 feet to a point on the West right-of-way line of Allen Avenue, 40 feet wide; thence along the said West right-of-way line of Allen Avenue, South 22 degrees 48 minutes 48 seconds West 184.20 feet to the Point of Beginning, containing 3.146 acres.

RCA FORM (OFFICE USE ONLY)

Bill # 14063

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Mark Hollander

Description:

Case No. Z-2026-02. (Jonathan Milo) An application to rezone a one (1) acre (more or less) tract of land located at 1423 S 5th Street from "C-2" General Business District to "C-3" Highway Business District for a proposed Marijuana Facility. The property is located in Ward 2..

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

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

Summary:

The City has received an application to rezone the property located at 1423 S. Fifth Street from C-2 General Business District to C-3 Highway Business District. If the requested rezoning is approved, the applicant intends to convert the abandoned restaurant (previously Denny's) into a Marijuana Facility (Dispensary); however, the focus of the review is whether the requested zoning district is appropriate for this location, independent of any single proposed use, and whether the district's permitted and conditional uses are compatible with the surrounding development pattern. After review of the rezoning request, potential land uses within the City's Zoning Ordinance, the updated 2026 Comprehensive Plan, area development patterns, staff finds the requested rezoning to be appropriate and compatible with the surrounding area land uses and zoning.

The Planning and Zoning Commission held a public hearing on this item at their February 9, 2026 meeting where the applicant spoke and there were five (5) speakers from the public. One (1) speaker was opposed, two (2) in favor, and two (2) had general questions. The Commission voted to forward the application to the City Council with a favorable recommendation (6 in favor, 1 opposed, 1 recusal).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEMS #7

**STAFF REPORT
CASE NO. Z-2026-02
REZONING: C-2 TO C-3
1423 S. FIFTH STREET**

**FEBRUARY 9, 2026
BY LARA BERRY**

APPLICANT: Jonathan Milo
7110 N. Broadway
St. Louis, Missouri 63147

OWNER: Erkmann Properties, LLC
102 Bellardia Court
Montgomery, Texas 77316

ADDRESS/LOCATION: 1423 S. Fifth Street
Ward 2

LOT SIZE: 1.0 acre

EXISTING ZONING: C-2 General Business District

REQUESTED ZONING: C-3 Highway Business District

PROPOSED USE: Marijuana Dispensary

SURROUNDING ZONING:

Direction	Zoning	Land Use
North	C-2	Gas Station with Convenience Store
South	Interstate 70	Interstate Highway/MODOT Right-of-Way
East	C-2	Multi-Tenant Plaza – Office/Retail
West	C-2	Hotel

SUMMARY OF REQUEST

The City has received an application to rezone the subject property from C-2 General Business District to C-3 Highway Business District for the purpose of allowing a proposed Marijuana Facility (Dispensary). This location has an existing structure that was most recently used as a Denny's Restaurant which has since been abandoned with no current tenant/use.

On June 20, 2023, the City Council passed Ordinance #23-071 relating to the regulation of marijuana and associated businesses in compliance with Section XIV of the Missouri Constitution. Among a number of amendments to the previously approved Medical Marijuana Regulations (Chapter 675 of the City of St. Charles Code of Ordinances) and most relevant to this application,

there were amendments made to Permitted Locations (Section 675.110). These locations are provided below:

Permitted Locations:

- A. *A Marijuana Facility may be located in any of the following zoning districts as a permitted use:*
- *I-2 Heavy Industrial District*
 - *I-1 Light Industrial District*
 - *C-3 Highway Business District*
- B. *No Marijuana Facility shall be located at the following locations:*
1. *Within one thousand (1, 000) feet of a daycare as defined in Article 14 of the Missouri Constitution;*
 2. *Within one thousand (1, 000) feet of any educational institution or school as defined in Article 14 of the Missouri Constitution, or college or university, either public or private;*
 3. *Within one thousand (1, 000) feet of any church as defined in Article 14 of the Missouri Constitution;*
 4. *Within one thousand (1, 000) feet of any public park or public pool*
 5. *Within one thousand (1, 000) feet of any halfway house or correctional facility;*
 6. *Within one thousand (1, 000) feet of any other Marijuana Facility; or*
 7. *Within any building or structure that contains a residential unit.*
- C. *No Marijuana Facility shall be located more than one thousand (1, 000) feet from the centerlines of Interstate 70 or Interstate 370.*

While this application is specific to rezone a parcel for the expressed use of a marijuana dispensary, all uses within the C-3 District should be evaluated for appropriateness. Accordingly, staff's review focuses on whether the requested C-3 Highway Business District is appropriate for this location, independent of any single proposed use, and whether the district's permitted and conditional uses are compatible with the surrounding development pattern.

Additionally, although this application is specific to a future marijuana dispensary, no official site plan has been submitted at this time. However, according to the applicant, they plan to make exterior alterations. If the rezoning were to be approved by the City, a future Site Plan application may be necessary before construction, in which staff will evaluate all design standards of the Code (design, parking, any potential traffic concerns which may include a Traffic Impact Study for the change in use, landscaping, lighting, etc., associated with a proposed use, etc.).

PAST REVIEWS

The Commission may recall two (2) other rezoning requests from the last few years for this general area. Staff provides the following summaries of these requests:

Z-2022-16

In November of 2022, the Three Flags Center, the multi-tenant plaza, to the east of this subject site, requested a rezoning of the 2.37-acre parcel. Associated with this request, the applicant was also requesting a Conditional Use Permit (CU-2022-74) for a Tattoo Establishment. While Planning Staff provided a favorable recommendation for both the rezoning and conditional use request, the Commission forwarded the rezoning application to the City Council with a non-

favorable recommendation (0 in favor, 7 opposed); however, the Commission did provide a favorable recommendation (7 in favor, 0 opposed) to Council regarding the conditional use. The Commission provided the explanation for the non-favorable recommendation on the rezoning proposal being they had concerns with the other land uses associated with the proposed rezoning for this prominent property. Subsequently, the City Council also did not vote in favor (1 in favor, 7 opposed) of the rezoning and the request failed due to similar reasons as the Commission.

Z-2023-12

In September of 2023, an undeveloped parcel just east of the Three Flags Center, requested a rezoning for a 0.67-acre parcel. This application was also for a proposed Marijuana Facility. Although Planning Staff provided a favorable recommendation for the rezoning request, staff received a request to withdraw the application the morning before the Planning and Zoning Commission meeting that the request was to be considered.

While prior rezoning requests in the immediate area were not ultimately approved or were withdrawn, staff's current recommendation is based on the specific location of the subject property, its direct adjacency to Interstate 70, allowed land uses of the C-3 district and its correlation to a designated Activity Center where higher-intensity commercial uses are anticipated by the Comprehensive Plan.

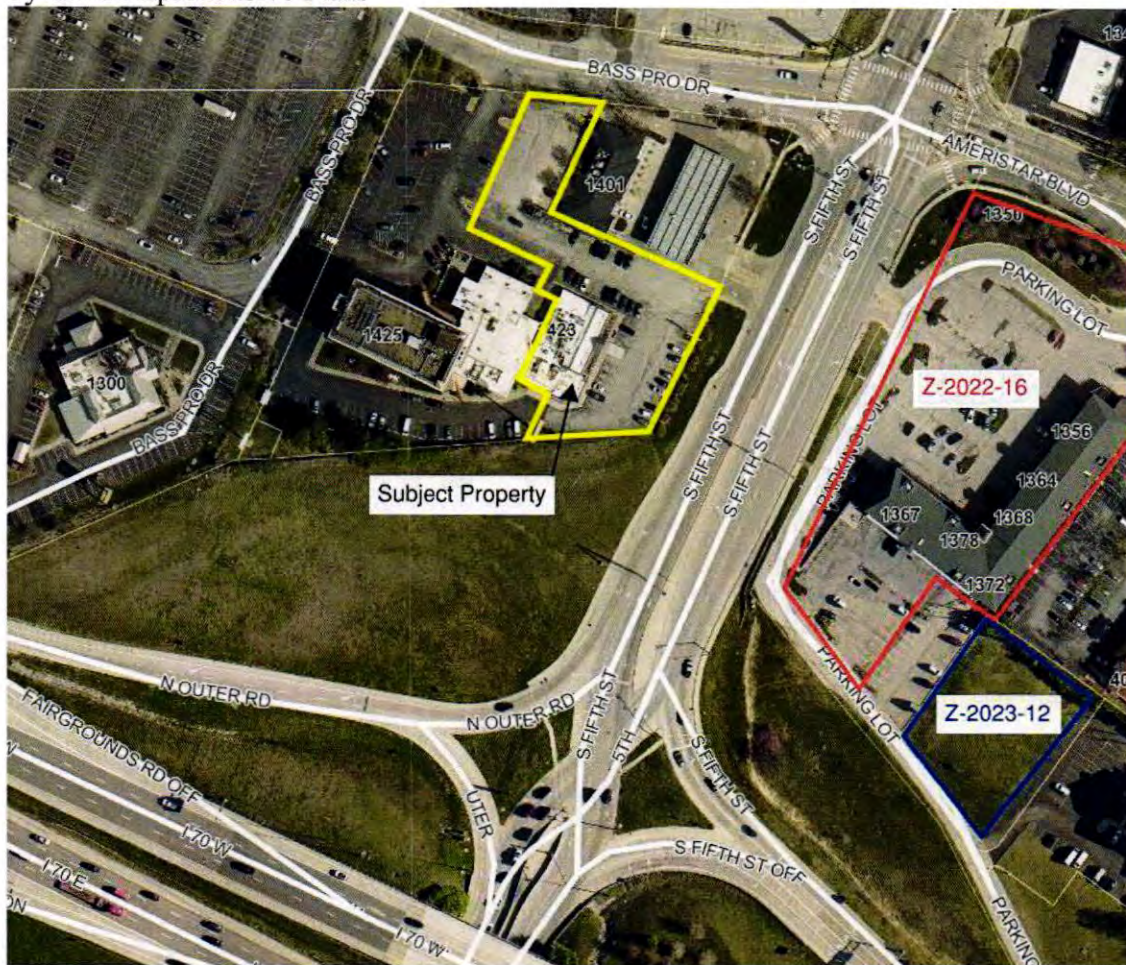


Figure 1: Aerial Photo of the Subject Property with Previous Applications Identified.

ANALYSIS

Figure 2 below identifies area zoning of the subject parcel along with adjacent parcels. Predominantly, every parcel north of the S. 5th Street and I-70 interchange is zoned C-2 General Business District, with C-3 Highway Business District just west of the subject property within Mark Twain Village directly adjacent to I-70. On the surface, due to the subject property's location in relation to the highway and other C-3 zoned properties, this rezoning could fit within this vicinity. The property's immediate adjacency to I-70 and its placement within a regional commercial node distinguish it from other C-2 properties further removed from the interchange.

Per the Purpose statement of the C-3 Highway Business District, it is intended to be a zoning district which permits all types of commercial activity: retailing, wholesaling, warehousing, provision of personal and business services, and entertainment. While this application should focus on the appropriateness of the proposed Zoning District, staff notes that currently, this property appears to comply with all location requirements of a Marijuana Facility, except for being in a qualifying zoning district.

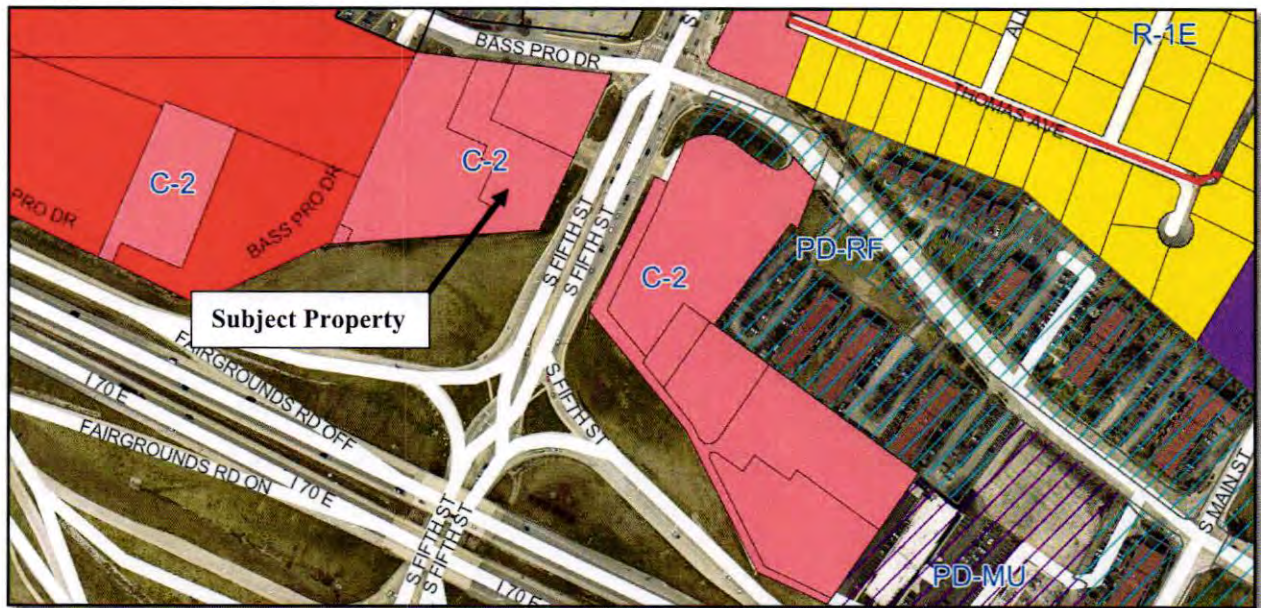


Figure 2: Area Zoning of the Subject Property.

Staff notes that changing the zoning of this property could potentially open this property to a number of other uses, both permitted by right and conditional uses (special review) within the C-3 District. These uses are listed in the table on the following page (proposed land use is highlighted for convenience).

Permitted Uses	Conditional Uses
Animal service establishments with or without a kennel for overnight stays	Fertilizer storage associated with a retail business
Kratom products facility	Material storage yards, in connection with a permitted use
Lumber and building materials stores, but not a lumberyard.	Sale or storage of stone products
Marijuana facility	Welding or soldering shops
Mini-warehouses	Agricultural or farm implements for sale, storage or repair
Mortuary and monument sales	Boat and boat trailer, repair, sales and storage
Nurseries for growing plants, trees, shrubs	Mobile home sales
Painting shops and bottling works	Tattooing, body piercing or branding establishment
Printing, publishing and engraving establishments	Truck stop
Radio and television stations and studios or recording studios	Bus terminal
Retail establishments greater than eight thousand (8,000) square feet	More than one (1) dwelling unit above the ground floor up to a maximum of eighteen (18) units per acre
Wholesale establishment, truck terminal or warehouse (less than 15,000 sf)	Taverns and bars

Table 1: C-3 Zoning District Uses (highlighted is the intended land use).

Many of the uses permitted within the C-3 Highway Business District are commercial in nature and similar in intensity to existing development along the Interstate 70 corridor. Several uses are also subject to additional performance standards or spacing requirements, which further limits potential incompatibility with surrounding properties.

While this property is currently a vacant restaurant and the applicant has proposed a specific use, Planning Staff, the Commission, and the City Council must consider the possibility of this property being redeveloped in the future for any uses allowed via the C-3 district. Staff would encourage the Commission and Council to consider the potential available uses and discuss any concerns regarding the more restrictive uses. Currently, the Zoning Code provides additional regulations on some of the more sensitive uses, such as Tattoo Establishments and Animal Service

Establishments, whereas Marijuana uses are additionally regulated via Chapter 675 of the Municipal Code (identified earlier)

Some of these have additional regulations that could exclude the subject property from these uses are:

- One tattoo, body piercing or branding establishment shall not be located within seven thousand five hundred (7,500) feet of a similar establishment.

Staff's Comment(s): The closest tattoo establishment, Frenchtown Tattoo Company, is just over 7,500 feet. As mentioned in the Past Reviews portion of this report, both staff and the Commission provided a favorable recommendation for a Tattoo Establishment; however, that was contingent upon the rezoning request.

- Animal service establishments with or without a kennel for overnight stays, including veterinarian, small animal hospital, pet adoption, grooming and other similar uses. Any rooms, cages, or pens be maintained within a completely enclosed, soundproof building and that such use be operated in such a way as to produce no objectionable noise or odors outside its walls. Open pens or runs shall be at least three hundred (300) feet from a residential district.

Staff's Comment(s): This may be an available use, as the closest residential district is over 300 feet of the property on the north side of Ameristar Boulevard.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located near the I-70/Fifth Street Interchange and has been identified as Activity Center #7. This area should accommodate more intense uses and density. This node interchange is the location of generally the densest commercial development of the City, for example, Ameristar Casino, Bass Pro Shop (Mark Twain Village), Streets of St. Charles, and Riverpointe. Based upon its proximity to this node, it has been identified and planned that more intense uses should be appropriate. Within the Comprehensive Plan, and described above, adjacency to nodes/activity centers are encouraged to accommodate higher densities and intense uses. As you move further from that node/activity center, the intensity/density should decrease. Based upon this information, a more intense zoning, like C-3 Highway Business District, would be supported by the Comprehensive Plan.

STAFF RECOMMENDATION

After review of the rezoning request, potential land uses within the City's Zoning Ordinance, the updated 2026 Comprehensive Plan, area development patterns, staff finds the requested rezoning to be appropriate and compatible with the surrounding area land uses and zoning. The Department of Community Development recommends the rezoning request be forwarded to the City Council with a favorable recommendation, as submitted.

Recommended Motions:

Motion to forward a favorable recommendation to the City Council for application Z-2026-02.

Lara Berry

From: [REDACTED]
Sent: Friday, January 16, 2026 8:28 AM
To: Lara Berry
Cc: [REDACTED]
Subject: RE: Rezoning Application - 1423 S 5th Street
Attachments: DownloadAndView.pdf

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

Lara,

Please accept the below statement as a narrative for the proposed use of the existing Denny's building. The warranty deed is attached.

"We are requesting a zoning change from C-2 to C-3 to accommodate a cannabis dispensary, a use permitted under C-3 but restricted under C-2. The surrounding commercial uses and existing development patterns are consistent with C-3 zoning, and the requested change is compatible with the character and intensity of the neighboring businesses."

Thanks, Shawn

Shawn Luesse
Vice-President
Hughes Custom Homes, LLC
[REDACTED]
[REDACTED]

From: Brandon Smart [REDACTED]
Sent: Thursday, January 15, 2026 7:09 PM
To: Jonathan Milo [REDACTED]; Tom Hughes [REDACTED]; Shawn Luesse [REDACTED]
Subject: Re: Rezoning Application - 1423 S 5th Street

Will respond tomorrow

Get [Outlook for iOS](#)

From: Jonathan Milo [REDACTED]
Sent: Thursday, January 15, 2026 7:06:38 PM
To: Brandon Smart [REDACTED]; Tom Hughes [REDACTED]; Shawn Luesse [REDACTED]
Subject: Fw: Rezoning Application - 1423 S 5th Street

FYI, looks like we need some immediate responses.

From: Lara Berry <[REDACTED]>
Sent: Thursday, January 15, 2026 4:20:25 PM
To: Jonathan Milo <[REDACTED]>
Subject: Rezoning Application - 1423 S 5th Street

Good afternoon,

Upon a completeness review of the applications submitted for the February 9, 2026 P&Z Commission meeting, staff has the following comments for the 1423 S 5th Street rezoning application:

- 1) Please provide a brief narrative explaining the reason for this request. In other words, is there an intended use for the property that cannot be achieved through the existing zoning?
- 2) Please provide a copy of the General Warranty Deed for the property.

Please provide the above information **by 8:00 am on Tuesday, January 20, 2026** to move this application forward.

Thanks,

Lara Berry

Planner

Department of Community Development

City of Saint Charles

200 North Second Street

St. Charles, MO 63301

Main Office 636.949.3222

Direct Phone 636.949.3230

Fax 636.949.3557

Bill No. 14063

Ordinance No. _____

Sponsor: Mark Hollander

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "C-3" HIGHWAY BUSINESS DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT "C-2" GENERAL BUSINESS DISTRICT A 1.0 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT 1423 SOUTH FIFTH STREET.

Whereas, an application for rezoning property was received from the owner of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its February 9, 2026, meeting and made a favorable recommendation (6 in favor, 1 opposed, 1 recusal) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

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

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

A 1.0 acre (more or less) tract of land located at 1423 South Fifth Street is rezoned from St. Charles City Zoning District "C-2" General Business District to St. Charles City Zoning District "C-3" Highway Business District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14063

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



**SIGN
HERE**

Adjusted Parcel 2 of the Boundary Adjustment Plat of Tracts of Land in U.S. Survey 3280 according to the plat thereof recorded in Plat Book 41 Page 199 of the St. Charles County Records and being more particularly described as follows:

A parcel of ground in U.S. Survey 3280, Township 46 North, Range 5 East, St. Charles County, Missouri said parcel being more particularly described as follows: Beginning at a point in the North Right-of-Way line of Interstate 70 (Mark Twain Highway) at its intersection with the Western line of 5th street; thence along the North line of said Interstate 70, South 85 degrees 04 minutes 00 seconds West, 139.31 feet to a point; thence leaving said North line, North 24 degrees 11 minutes 00 seconds East, 63.64 feet to a point; thence North 65 degrees 49 minutes 00 seconds West, 27.48 feet to a point; thence North 24 degrees 11 minutes 00 seconds East, 80.82 feet to a point; thence North 65 degrees 49 minutes 00 seconds West, 27.00 feet to a point; thence North 24 degrees 11 minutes 00 seconds East, 30.00 feet to a point; thence North 65 degrees 49 minutes 00 seconds West, 94.12 feet to a point; thence North 24 degrees 11 minutes 00 seconds East, 156.49 feet to a point on the Northern line of property first described in deed to St. Charles Foods, Inc., recorded in Book 469, page 209, St. Charles County Recorder's Office; thence along said Northern line, South 83 degrees 42 minutes 00 seconds East, 78.08 feet to a point; thence leaving said Northern line, South 24 degrees 11 minutes 00 seconds West, 128.45 feet to a point; thence South 65 degrees 49 minutes 00 seconds East, 196.00 feet to a point on the West line of Fifth Street; thence Southwardly 4.95 feet along the Western line of Fifth Street, being a curve to the left, having a radius of 11549.20 feet (chord bearing of South 24 degrees 11 minutes 44 seconds West, 4.95 feet) to a point; thence South 24 degrees 11 minutes 00 seconds West, 153.74 feet to a point; to the point of beginning and containing 1.003 Acres (43,677 Square Feet) more or less.

Subject to Easements, Conditions, Restrictions, Building Lines, and Zoning Ordinances, if any.

RCA FORM (OFFICE USE ONLY)

Bill # 11064

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Case No. Z-2026-03. (Clement Management Services LLC) An application to establish the zoning for a 150,401 square feet tract of land located at 3707 Veterans Memorial Parkway, to the City of St. Charles "C-2" General Business District. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is to establish zoning for a previously annexed parcel located at 3707 Veterans Memorial Parkway. Common City practice requires that an annexation application, along with the establishment of the zoning district, be reviewed by the Planning and Zoning Commission prior to final approval of an ordinance at City Council. While annexation was approved at the March 2, 2025 City Council meeting, establishment of zoning did not occur. In order to allow future expansion and current uses at this lot, establishment of zoning is needed and will occur associated with this application. The Planning and Zoning Commission previously approved Site Plan SP-2025-03 for the office/vehicle repair building; which was reviewed and approved per the C-2 General Business District standards. Establishing C-2 zoning now does not change the approved site plan but instead establishes the zoning district for which the project was reviewed and approved.

The Planning and Zoning Commission considered this item at their February 9, 2026 meeting. There was one (1) public speaker with general questions. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #4

**STAFF REPORT
CASE NO. Z-2026-03
3707 VETERANS MEMORIAL PKWY**

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT/ OWNER: Clement Management Services LLC
190 Spring Drive
St. Charles, MO 63303

ADDRESS/LOCATION: 3707 Veterans Memorial Parkway
Ward 6

ACREAGE: 3.45 acre tract of land (more or less)

REQUESTED ZONING: City C-2 General Business District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	N/A	Highway I-70
South	County C2 General Business District	Vehicle Storage
East	C-2 General Business District	Vehicle Sales
West	C-2 General Business District	Vehicle Sales

REQUEST/BACKGROUND

In February of 2025, The City received a request from Clement Management Services LLC to annex the property located at 3707 Veterans Memorial Parkway into the City of St. Charles in order to construct an office/vehicle repair building on the subject property. Common City practice requires that an annexation application, along with the establishment of the zoning district, be reviewed by the Planning and Zoning Commission prior to final approval of an ordinance at City Council. However, due to the unique circumstances of this project, the establishment of zoning did not occur with the annexation as is typical. While annexation was approved at the March 2, 2025 City Council meeting, establishment of zoning did not occur. In order to allow future expansion and current uses at this lot, establishment of zoning is needed and will occur associated with this application.

With the annexation, a site plan was approved by Planning and Zoning Commission (SP-2025-03), but as identified earlier, zoning was inadvertently never assigned to the parcel. Construction of the office/vehicle repair building was designed and approved under the design standards of the C-2 General Business District, even though the parcel had not been officially assigned a zoning district. While the building is currently under construction, with approved building permits being issued, the applicant and staff are requesting that the C-2 Zoning District be officially assigned to 3707 Veterans Memorial Parkway to bring this site into full compliance of City Code.

As stated above, the building is being constructed in compliance with the C-2 standards. The requested establishment of the C-2 zoning district does not constitute any changes to the previously approved site plan, but instead establishes the zoning district for which the project was reviewed and approved. The proposed use, building design, and site layout have already been reviewed by the Planning and Zoning Commission as part of the site plan approval process. Additionally, this zoning request is consistent with the surrounding area zoning and uses.



Figure 1: Area zoning Map.

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located in-between Activity Centers #4 (I-70/Cave Springs Interchange) and #5 (I-70/Zumbahl Interchange). The majority of the properties in the surrounding area are commercial zoning and are also developed for this use. The Department of Community Development considers this annexation and rezoning request to be in general conformance with the Updated 2026 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the establishment of zoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motions:

*Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2026-03.*

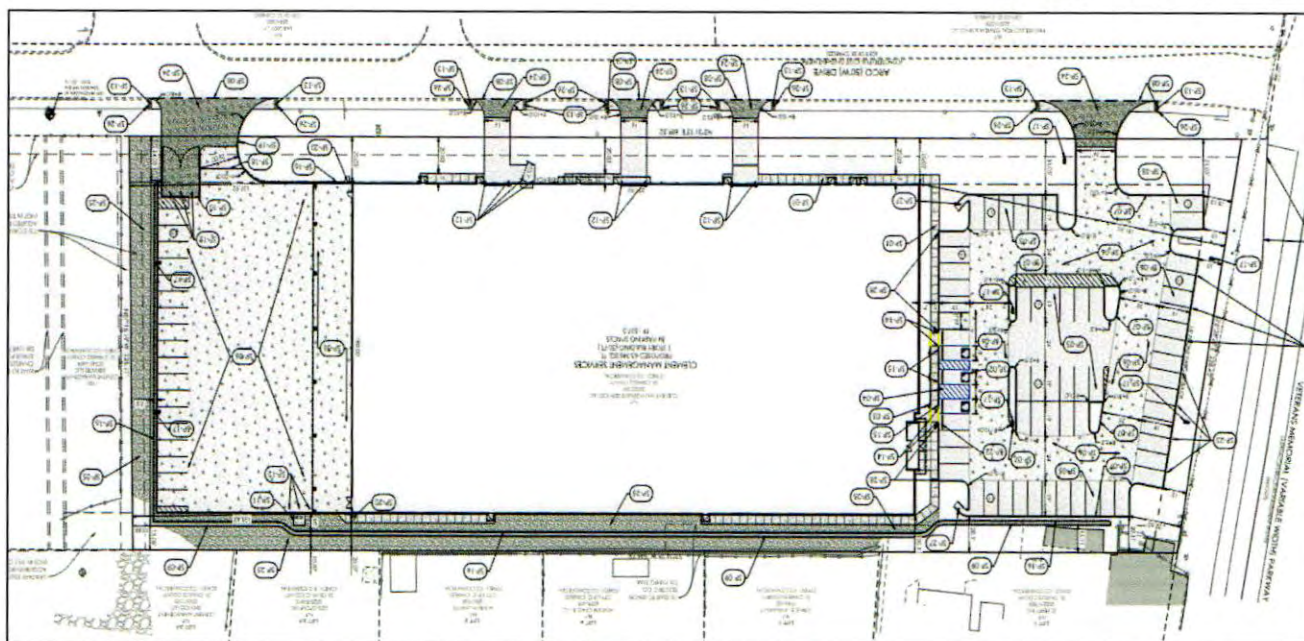


Figure 2: Aerial photo of the Subject Property.

Figure 4: Photo of the Subject Property.



Figure 3: Approved Site Plan.



Legal Description: PT US SUR 979 & PT FRL - BROPH'S MOBILE HOME SALES

EXHIBIT A
FOR RESALE

Order No.: STL2406188

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3 AND 4 OF ARCO BUSINESS PARK", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3 AND 4 OF ARCO BUSINESS PARK" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE); NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 16 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

EXHIBIT A

Bill No. 14064

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE TO ESTABLISH THE ZONING FOR A 150,401 SQUARE FOOT TRACT OF LAND LOCATED AT 3707 VETERANS MEMORIAL PARKWAY AS ST. CHARLES CITY ZONING DISTRICT "C-2" GENERAL BUSINESS DISTRICT.

Whereas, an application for rezoning property was received from the owner of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its February 9, 2026, meeting and made a favorable recommendation (8 in favor, 0 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

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

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

A 150,401 square foot tract of land located at 3707 Veterans Memorial Parkway is zoned St. Charles City Zoning District "C-2" General Business District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14064

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



Legal Description: PT US SUR 979 & PT FRL - BROPH'S MOBILE HOME SALES

EXHIBIT A

Order No.: STL2408188

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3 AND 4 OF ARCO BUSINESS PARK", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3 AND 4 OF ARCO BUSINESS PARK" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 18 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

EXHIBIT A

RCA FORM (OFFICE USE ONLY)

Bill # 14066

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Case No. Z-2026-04. (JD Ferry Inc.) An application to annex and establish the zoning for an 18,324 square foot tract of land located at 3701 Veterans Memorial Parkway, from St. Charles County "C2" General Commercial District to the City of St. Charles "C-2" General Business District. The subject property will be located in Ward 6 upon annexation.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to rezone 3701 Veterans Memorial Parkway upon annexation from St. Charles County C2 General Commercial District to City C-2 General Business District. The subject property is an approximate 0.42 acre lot (18,324 sqft) and is located on the south side of Veterans Memorial Parkway and west of Clearview Drive. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing commercial, vehicle sales use. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the C-2 General Business District.

The Planning and Zoning Commission considered this item at their February 9, 2026 meeting where the applicant spoke. There was one (1) public speaker with general questions. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #6

**STAFF REPORT
CASE NO. Z-2026-04**

3701 VETERANS MEMORIAL PKWY

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT/ OWNER: JD Ferry Inc.
330 Portico Court
St. Louis, MO 63017

ADDRESS/LOCATION: 3701 Veterans Memorial Parkway
Ward 6 upon annexation

ACREAGE: 0.42 acre tract of land (more or less)

EXISTING ZONING: County C2 General Commercial District

REQUESTED ZONING: City C-2 General Business District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	N/A	Highway I-70
South	County R1E Single-Family Residential District	Single-Family Residential
East	C-2 General Business District	Vehicle Sales
West	N/A	Office/Vehicle repair

REQUEST

The City has received an application to rezone 3701 Veterans Memorial Parkway upon annexation from St. Charles County C2 General Commercial District to City C-2 General Business District. The subject property is an approximate 0.42 acre lot (18,324 sqft) and is located on the south side of Veterans Memorial Parkway and west of Clearview Drive. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing commercial, vehicle sales use. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the C-2 General Business District.

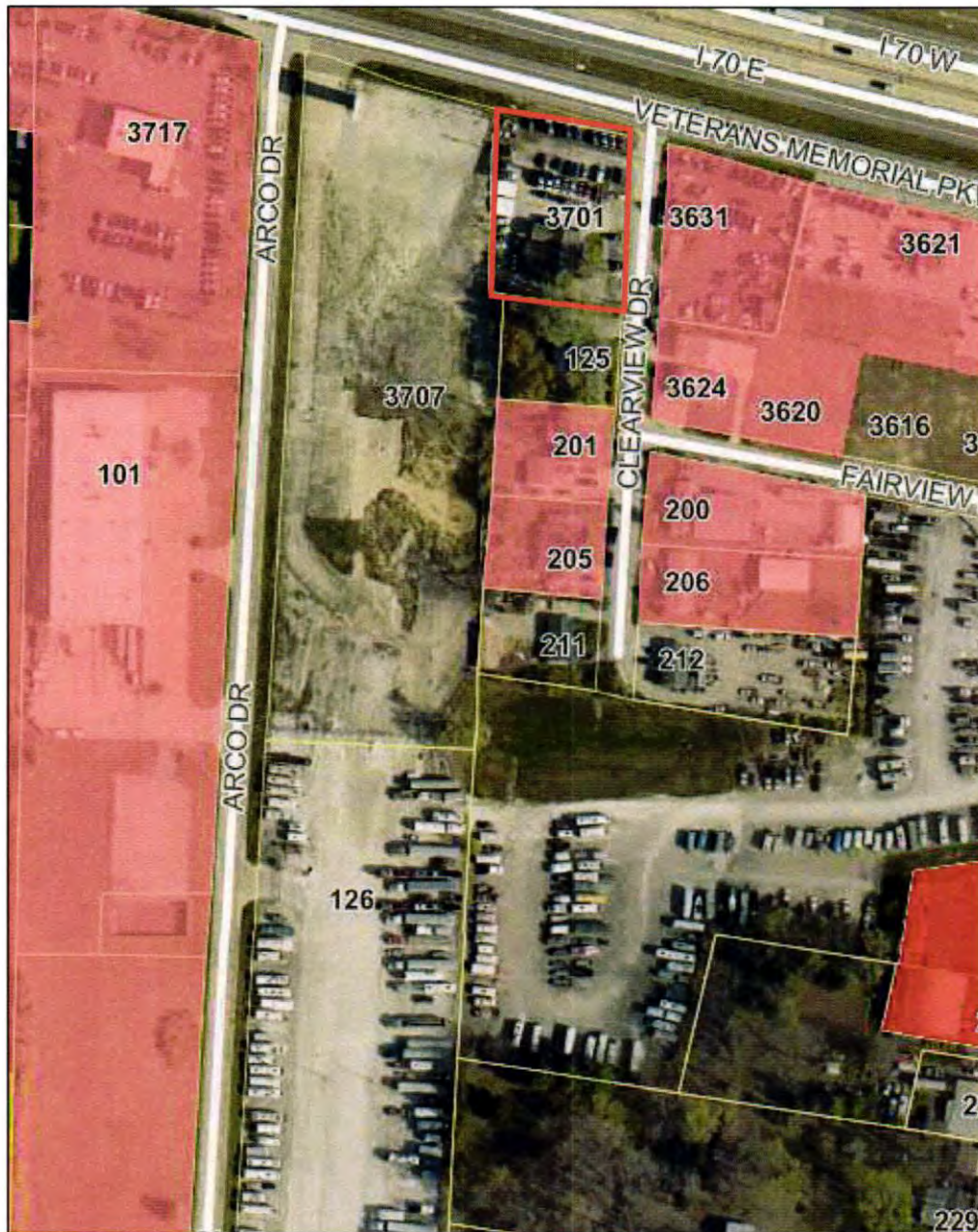


Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest

activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located in-between Activity Centers #4 (I-70/Cave Springs Interchange) and #5 (I-70/Zumbehl Interchange). The majority of the properties in the surrounding area are commercial zoning and are also developed for this use. The Department of Community Development considers this annexation and rezoning request to be in general conformance with the Updated 2026 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motions:

*Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2026-04.*

*Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2026-04.*



Figure 2: Aerial photo of the Subject Property.



Figure 3: Photo of the Subject Property.

Lots 1 and 3 of TWIEHUAS PLACE, as per plat thereof recorded in Plat Book 5 page 82 of the St. Charles County Records.

The Real Property or its address is commonly known as 3701 Veterans Memorial Parkway, St. Charles, MO 63303 and 117 Clearview Drive, St. Charles , MO 63303.

Bill No. 14066

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “C-2” GENERAL BUSINESS DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “C2” GENERAL COMMERCIAL DISTRICT AN 18,324 SQUARE FOOT TRACT OF LAND LOCATED AT 3701 VETERANS MEMORIAL PARKWAY.

Whereas, an application for rezoning property was received from the owner of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its February 9, 2026, 2025, meeting and made a favorable recommendation (8 in favor, 0 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

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

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

An 18,324 square foot tract of land located at 3701 Veterans Memorial Parkway is rezoned from St. Charles County Zoning District “C2” General Commercial District to St. Charles City Zoning District “C-2” General Business District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14066

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



Lots 1 and 3 of TWIEHUAS PLACE, as per plat thereof recorded in Plat Book 5 page 82 of the St. Charles County Records.

The Real Property or its address is commonly known as 3701 Veterans Memorial Parkway, St. Charles, MO 63303 and 117 Clearview Drive, St. Charles , MO 63303.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): N/A

Description:

Case No. TA-2026-01. (City of St. Charles) An application to amend Chapter 400 of the Code of Ordinances specifically concerning Data Centers.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This items was TABLED at the February 9, 2026 Planning and Zoning Commission meeting until the April 13, 2026 Planning and Zoning Commission meeting. While the item was TABLED at Planning and Zoning Commission, a public hearing was still advertised for the March 3, 2026 City Council meeting. This item should be held open until the May 5, 2026 City Council meeting (will be re-advertised).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

The City Council convened in a Regular City Council Meeting on Tuesday, February 3, 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 led by City of Saint Charles Leader of Tomorrow Charlie McRoberts of Barnwell Middle School.

PRESENTATIONS/AWARDS/PROCLAMATIONS

PUBLIC COMMENT

Randy Schilling, representing St. Charles Main Street Foundation, 119 S. Main Street, St. Charles, Missouri, spoke in favor of Item #15 – an appeal of the Landmarks Board’s determination in Case No. D-2025-020 (900 Main Street) regarding the Demolition of Building 90 within the American Car Foundry Complex.

Scott Shipman, 2095 Bayonne Drive, St. Charles, Missouri, spoke in favor of Item #15 – an appeal of the Landmarks Board’s determination in Case No. D-2025-020 (900 Main Street) regarding the Demolition of Building 90 within the American Car Foundry Complex.

Nathan Abshire, representing Steel Shop Athletics & Events, 300 Monroe St., Troy, Missouri/49 Lawrence St., St. Charles, Missouri, spoke in favor of Item #15 - an appeal of the Landmarks Board’s determination in Case No. D-2025-020 (900 Main Street) regarding the Demolition of Building 90 within the American Car Foundry Complex.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

Jassen Johnson, representing ACF Revitalization, 900 Main Street, St. Charles, Missouri, spoke against Item #15 - an appeal of the Landmarks Board's determination in Case No. D-2025-020 (900 Main Street) regarding the Demolition of Building 90 within the American Car Foundry Complex.

REPORT OF THE MAYOR

Mayor Borgmeyer complimented the Convention and Visitors Bureau on a very well attended event at the Foundry Art Centre this past weekend. He also reported that the Fête de Glace and Chili Cook-Off events, held over the weekend, were well attended. Additionally, the Duchesne High School Gala was very successful and raised a significant amount of money.

Appointments to Boards/Commissions/Committees

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

Board of Appeals

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

CVB Commission

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

Frenchtown SBD Advisory Board

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

Main St. SBD Advisory Board

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

JUSTIN FOUST 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.

File #49418

Larry Perney, Director of Public Works, provided an update to the Council regarding the recent snow event, outlining both the challenges encountered and the department’s successes. He also reviewed the Public Works Department’s procedures for managing snow events.

The Council thanked Mr. Perney and commended him and his staff for their effective management of the event, noting that the communication provided to both the Council and the public was outstanding and greatly appreciated.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Justin Foust read the following statement:

Nonprofits are the heartbeat of every strong community, we are so lucky St. Charles has so many amazing ones, I have spent most of my life involved in nonprofit work and am very proud to be a part of some of the very best right here at home. One project I am especially honored to lead here in St. Charles is the Legacy Maibaum Pole project in Frontier Park. Over the past few years, my dad, Dan Foust, myself, local community partners and the St. Charles Oktoberfest Committee have worked to bring a lifelong standing vision of Joe Daus founder of the St. Charles Sister City program, his vision is finally becoming a reality. This project would not be possible without the partnership with Craftsman Industries on design and construction, the full support of the St. Charles Parks and Recreation Board and the generous contribution from the St. Charles Parks and Recreation Foundation, St. Charles Oktoberfest, St. Charles Jaycees, First Capitol Lions Club, and the St. Charles Sister Cities. I reached out to those groups, and we were able to raise \$70,000.00 in a few weeks. This pole costs a lot of money, and we are seeking support from nonprofits. You will hear more shortly how you can help too. We are also working

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

closely with the St. Charles Historical Society to help tell the story of St. Charles through this landmark. When nonprofits, community leaders and volunteers come together, anything is possible. We cannot wait to unveil this legacy project in September at the St. Charles Oktoberfest. If you would like to be a part of this, go to the St. Charles Parks Foundation website, click on Legacy Project/Frontier Park and there you will find a brick campaign. You can purchase a brick for \$250 or \$100 in the name of your business or family, this is the best way you can support this project. Thank you to the community and the nonprofits for stepping up and I can't wait to see this final project in September.

Councilmember Michael Galba expressed his appreciation to the Public Works Department for their outstanding work during the recent snow event, including snow removal and response to water main breaks. He remarked that, while traveling for work during the event, he observed that no other municipality matched the City of St. Charles in snow removal efforts. Councilmember Galba also echoed the Mayor's comments regarding the recent events at the Foundry Art Centre and Fête de Glace, noting they were wonderful community events. In addition, he shared that he attended the St. Charles Fire Department's 2025 Awards Ceremony and was impressed by the dedication and camaraderie of the department members, stating he is proud of the City.

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

- B. Case No. LL-2026-03 – Approval of a Liquor License Application for Cristian A. Sanchez Gavier d/b/a Sazon Tacos & Margaritas, located at 416 S. Fifth Street. (Ward 2) ***(RCA Attached)***
- C. Case No. CU-2025-29 – (Arzolas Fajitas & Margaritas – Ronald Webb) An application for a Conditional Use Permit per §400.270(C)(1) for Liquor Sales associated with a permitted Restaurant use within the CBD/HDD Central Business District within the Historic Downtown District located at 142 N. Main Street. The subject property is located in Ward 1. ***(RCA Attached)***
- D. Case No. LL-2026-02 – Approval of a Liquor License Application for Ronald Webb d/b/a Arzolas Fajitas & Margaritas, located at 142 N. Main St. (Ward 1) ***(RCA Attached)***
- E. Case No. PDA-2025-02 – (Hummert International) An application for an amendment to the 370 Corporate Center Planned Development – Industrial District (Ord #11-45), specifically to add a new land use to be titled as “interior manufacturing and processing of soil”. The subject properties are zoned PD-I Planned Development – Industrial District and located in Ward 1. ***(Council Bill 14057)***

CONSENT AGENDA

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

A. Approval of Council Minutes and Reports

1. Council Work Session of January 13, 2026

File #49427

B. Receipt of Reports from Boards, Commissions and Committees

1. Planning and Zoning Commission Meeting of December 8, 2025

File #49372

2. Audit Committee Meeting of August 19, 2025

File #49399

3. Saint Charles Parks & Recreation Board Meeting of December 17, 2025

File #49376

4. The Housing Authority of the City of St. Charles Meeting of November 19, 2025

File #49384

5. The Greater Saint Charles Convention & Visitors Commission Meeting of December 11, 2025

File #49388

6. Landmarks Board Meeting of December 15, 2025

File #49377

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

1. Change Order No.3 with PCX Construction for the Riverside Sanitary Trunkmain Project in the Amount of \$33,598.82 for a Total Contract Amount not to Exceed \$2,968,672.70

C24-102

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

-
2. Contract with Morton Salt, Inc. for the Purchase of Bulk Road Salt for the City for 2026 in the Amount of \$111,111.00

C26-038

E. Preliminary Plats

F. Miscellaneous

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

ITEMS REMOVED FROM THE CONSENT AGENDA

RESOLUTIONS

BILLS FOR FINAL PASSAGE

Director of Administration Larry Dobrosky provided a PowerPoint presentation relative to Council Bill 14054 which included an overview and deal points of the project. A brief discussion followed the presentation. Councilmember Ratchford read the following statement:

Over the last several years, the City of St. Charles has owned the Riverpointe site, and despite its prime location, it has remained dormant. Holding the land hasn't produced jobs, tax revenue, or new amenities for our residents. That's why we're looking at a partnership through Bill 14054 — because doing nothing is not moving this community forward. This agreement brings a \$55 million investment in dual-branded hotels, a high-end restaurant, and a rooftop bar. It creates more than a hundred full-time jobs with a combined payroll of over three million dollars a year. And it generates new tax revenue for the city even during the abatement period, with significantly more once that period ends.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

The incentives in this agreement are structured to protect the city. The developer only receives reimbursements after the project generates the new revenue that funds them. The city pays nothing upfront, and it pays nothing unless the project performs. Reimbursement is tied to actual results, not projections, and if sales tax benchmarks aren't met, the developer must make up the difference. Our general fund is never at risk. This project also serves as a catalyst for the entire Riverpointe district. It brings new hospitality, dining, and entertainment options that support tourism and help attract additional development. The CID and TDD funding mechanisms ensure that needed infrastructure improvements benefit the broader community, not just this site. It's important to be clear about the impact on schools, libraries, and other taxing districts. This land is currently city-owned and generates zero property tax. Under this agreement, those districts will receive new revenue during the abatement period and full revenue afterward. And because this is a hotel-driven project, not a residential one, it does not add students or long-term residents who would place additional demand on school or library services. It adds revenue without adding burden. In my opinion, this development will not happen without the incentive package. The financial realities of building hotels, restaurants, and public-facing amenities on a long-idle site require a true partnership. We've waited long enough. This is our opportunity to turn dormant land into a thriving hub of jobs, revenue, and community activity, and to do it in a way that protects taxpayers and strengthens St. Charles for the long term.

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)

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

 "Nay": None

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

BILL 14055

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

BILL 14056

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

BILL 14057

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

ITEMS FOR COUNCIL ACTION

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

Councilmember Justin Foust announced this developer is a client of his business and while he has no direct involvement in this transaction, approval of this item could result in additional business for his agency and because this creates a direct and particular interest, he will be abstaining from this discussion and vote.

City Clerk Kimberly Hudson read the summary on RCA.

City Attorney Holly Magdziarz announced to the Councilmembers that to be clear, before them tonight is only the decision of whether to appeal this decision or not and not the merits of the Landmarks' decision.

Director of Administration Larry Dobrosky stated that Item 15 is a Council discussion item and that staff's technical review related to the Board referral has been completed. He acknowledged there have been varying comments regarding the process and noted a need for clarity. He asked Director of Community Development Zach Tusinger to provide an overview of the applicable process and code provisions to ensure the Council is working from a common understanding. Mr. Dobrosky emphasized that staff's role is informational only and not part of the decision-making process. Following the overview, staff will step back to allow Council discussion and remain available to answer any questions.

Director of Community Development Zach Tusinger provided a PowerPoint presentation regarding Code Section 400.1280, 400.1310, exceptions (400.1300) and possible code updates for future consideration and a brief review of Case D-2025-020.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

Councilmember Denise Mitchell reported that, upon reviewing the Landmarks Board meeting, she noted a handout was provided to the Board which outlined information presented by the applicant. She stated that she did not see this document included in the Council packet.

Councilmember Mitchell explained that the handout referenced a cost estimate of \$4.6 million to bring the building out of the 100-year floodplain but indicated she did not see any supporting documentation explaining how that figure was calculated.

Mr. Tusinger responded that he is familiar with the document referenced by Councilmember Mitchell and confirmed it was not included in the original Landmarks Board packet; however, he does have a digital copy available.

Councilmember Mitchell further stated that when the Landmarks Board evaluates the technological and economic feasibility of a project, it is expected to review supporting financial information at the time of the meeting. She expressed concern that receiving information immediately prior to the applicant's presentation makes it difficult for Board members to fully review, analyze, and ask informed questions. She noted that the \$4.6 million figure is a significant component of determining economic infeasibility and, in her view, should have been included in the packet materials. Staff reported that a recent flood wall study estimated a cost of approximately \$1.2 million, which was referenced in the staff report. Councilmember Mitchell stated she was surprised the Landmarks Board did not inquire further about that estimate, as it directly relates to what measures could potentially make the project economically feasible.

Councilmember Mitchell concluded by stating that, in her opinion, much of the Landmarks Board discussion focused on what the overall project could become, rather than on whether the specific building in question could be preserved or adapted for an alternative use. She reiterated her request for any supporting documentation related to the \$4.6 million cost estimate.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

Councilmember Denise Mitchell read the following statement:

Tonight, I am asking the City Council to appeal the Landmarks Board decision approving the demolition of the ACF Building 90.

This request is not about opposing redevelopment. It is about process, transparency, and whether the Landmarks Board properly applied the criteria required by our code—specifically, whether it was demonstrated that preservation of this structure is technologically and economically infeasible.

City staff reports clearly indicated that Building 90 is structurally sound and capable of rehabilitation. Those reports were prepared by qualified professionals, reviewed by the City Building Commissioner, and presented to the Landmarks Board. However, the meeting itself did not meaningfully engage with those findings or with the required analysis of technological and economic feasibility. Instead, much of the discussion focused on what the proposed new development could be, rather than whether the existing historic structure could reasonably be preserved. The focus then shifted to a late-delivered and complex presentation from the applicants', which was handed out on the night of the meeting and was not included in the original agenda packet. That matters.

Staff's formal recommendation was clear. After reviewing the structural engineer's report, scope of work, and detailed cost estimates, staff concluded that Building 90 is structurally sound. While the applicant's appraisal suggested rehabilitation costs may exceed end value, staff identified significant factors that were not fully accounted for, including recent redevelopment within the ACF complex and Frenchtown. Based on this analysis, staff determined that the future value of Building 90 may make rehabilitation both technologically and economically feasible.

Staff also addressed floodplain concerns in their report, which were cited by the applicant as a primary justification for demolition. While Building 90 is located within the FEMA 100-year floodplain and sits approximately 1.2 inches below base flood elevation, contributing historic structures are exempt from floodplain elevation requirements under both City Code and the National Flood Insurance Program, provided historic character is not compromised. This

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

exemption exists specifically to encourage preservation and is used broadly throughout the country.

During the Landmarks Board meeting, the applicant distributed additional materials indicating a \$4.6 million cost to address floodplain issues. I did not see that these materials were part of the original agenda packet, and I did not see any supporting documentation or explanation for how that figure was calculated.

It is also important to note that the City has already studied flood mitigation solutions for this area. The City's Frenchtown Levee Study, dated December 3, 2021, evaluated multiple flood protection scenarios for the Frenchtown neighborhood, including the ACF complex. Phase One of that study—the Lawrence Street segment—was estimated in 2021 at approximately \$1 to \$1.2 million and would provide flood protection to the ACF facility, removing it from the floodplain entirely. While this phase has not yet been executed, it has not been ruled out and could be accomplished through a public-private partnership. If implemented, it would eliminate flood insurance requirements and physical flooding concerns altogether.

Given this context, it is unclear from the record whether or how staff's floodplain analysis, applicable exemptions, and previously studied mitigation options were fully considered alongside the late-distributed cost figures during the Landmarks Board's review.

Importantly, Building 90 is not vacant. It is currently occupied and operating as an indoor sports facility and events venue—both viable, revenue-generating uses. This directly challenges the claim that the structure lacks economic viability.

For these reasons, staff concluded—and I quote—that “Building 90 has not been found to be technologically or economically infeasible for rehabilitation and staff does not recommend demolition.”

Separately from the core issues, the whole procedure raises serious concerns about transparency. As I mentioned earlier, Additional materials were handed out the night of the meeting, which meant the public, Council and Landmarks Board had limited time to review them and ask questions, and severe weather reduced attendance. Some of the public thought the meeting might be cancelled even due to the amount of snow we had. Unlike public hearings, no letters went out

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

to stakeholders located around this property. As a result, community members were unable to voice concerns on a project of significant scale and permanent impact, especially only having seen an agenda posted just 5 days earlier. This whole process did not inspire public confidence, and needs to be looked at, in my opinion

There are broader implications as well. Continued loss of historic structures jeopardizes our Certified Local Government, or CLG, status. As a CLG city, buildings like this are eligible for historic tax credits specifically designed to bridge financial gaps in rehabilitation projects. Missouri recently increased its state historic tax credit for cities of our size to match the federal program. These tools exist for situations exactly like this—to help make preservation economically viable and often “bridge the gap” that developers need.

Just weeks ago, this Council adopted a resolution supporting our new Comprehensive Plan. Pages 72 through 79 clearly state our commitment to honoring our historic heritage and preserving architecturally significant structures. If we meant that commitment, we must be willing to uphold it here. A quote from page 79 states: “The city’s historical heritage represents valuable and irreplaceable assets to its identity and national recognition. Stewardship of these resources should be strengthened to ensure they continue to influence future generations.”

We have received letters urging us to pursue this appeal from many respected citizens and stakeholders. Our own City Preservation staff has repeatedly identified this building as historically significant and economically feasible to rehabilitate.

This appeal is not about stopping progress. It is about ensuring we follow our own standards, respect our process, and protect assets that—once lost—can never be recovered. This is the Council’s last opportunity to prevent an irreversible loss. Once a contributing historic structure is demolished, it is gone forever. No future development can replace it.

In closing, staff stated that Building 90 is structurally sound, historically significant and both technologically and economically feasible to rehabilitate. The Landmarks Board did not fully engage with this analysis, nor with the supporting materials and background provided. Additionally, the process surrounding the decision raised significant concerns about transparency and public participation. Pages 72–79 of the Comprehensive Plan emphasize the city’s

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

commitment to preserving historic resources as valuable and irreplaceable assets. The staff's review, along with the broader context, provides critical information for the Council to consider in evaluating the appeal, and I ask you to vote Yes on the appeal.

Councilmember Vince Ratchford read the following statement:

The ACF complex is at a crossroads. With Main Street soon extending through the area and connecting up to 2nd Street, redevelopment pressure is coming, and the decisions we make now will shape this district for decades. Building 90 — known to many residents as the Steel Shop — sits at the north end of the complex and has served the community for years through youth sports, tournaments, trade shows, and other events. It's a building people know, use, and care about. It is also a defining physical presence in Frenchtown — a landmark structure that anchors the north end of the ACF district. Removing it would fundamentally change the landscape, and in my view, not for the better.

The only question is whether the City should file an appeal of the Landmarks Board's decision. I believe we should.

There are several reasons for that. First, the Landmarks Board meeting took place at the tail end of a severe winter storm, and attendance was noticeably affected. Many residents who use this building — especially families involved in youth sports — simply could not safely get to the meeting. We need more time for public feedback, and an appeal gives the community a fair chance to be heard.

Second, the ordinance requires the Board to determine whether preservation is technologically and economically feasible. That's a very specific standard. But the meeting raised real concerns about whether that standard was applied correctly. City staff provided a structured, ordinance-based analysis — and recommended a finding that preservation is feasible. In my opinion, that recommendation was not meaningfully refuted.

At the same time, the applicant presented drawings and concepts for what they hope to build after demolition. While those plans may be interesting, in my view they are not part of the criteria the Board should consider. Introducing future redevelopment concepts risk shifting the

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

discussion away from feasibility and toward desirability, which is concerning. I would encourage all councilmembers to support this appeal so we can each go back and watch the replay of the Landmarks meeting through this lens and consider whether the decision may have been influenced — even unintentionally — by the presentation that was given.

And there is an additional layer of context that matters. When Proposition C was presented to voters in April 2024, the City emphasized the historic nature of the ACF property — its early-1900s buildings, its National Register status, and its role in connecting Historic Main Street to Frenchtown. We did not tell voters that historic buildings would be demolished. In fact, the messaging implied the opposite: that these structures were assets to be integrated into the City Centre Complex. Given that, the public deserves clarity and transparency about how decisions affecting these historic buildings are being made.

Given the significance of this building, the community impact of its current use, its role as a defining physical presence in Frenchtown, the limited public participation due to weather, the procedural issues in how the decision was reached, and the expectations set during the Prop C campaign, I believe the responsible step is to file the appeal. That doesn't predetermine the outcome. It simply ensures that the Council can review the record carefully and hear from the public. I hope my fellow Councilmembers will support this appeal.

Councilmember Bill Otto stated that the Council has received significant public input regarding the ACF building. He indicated that residents within his ward have made it abundantly clear that they do not support development if it requires the demolition of any additional buildings within the ACF complex. Councilmember Otto further stated that he takes pride in listening to the residents and businesses in his ward and he will be supporting the appeal of the Landmarks Board's decision.

Councilmember Galba made the following statement:

As we move forward to a formal roll call vote, I would like to add some clarifications. A vote in favor would be to appeal the Landmarks Board determination and if that is the result, I have

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

asked our City Attorney to outline what would happen next. A vote not in favor would be to not appeal and accept the Landmarks Board's determination as is.

Councilmember DENISE MITCHELL made the following motion:

Pursuant to City Code Section 400.1310, I move to direct staff to file an appeal (on behalf of the City as an adjoining landowner) of the decision in D-2025-020 that preservation of Building 90 is not technologically and economically feasible.

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

File #49423

City Attorney Holly Magdziarz stated the appeal will be filed by staff within the 10-day deadline to do so. After that, Council will have to hear the appeal within 45 days. The typical process is that we will reach out and make sure that it is a date that works for the applicant and all parties. At that time Council will hear the testimony, receive evidence from the applicant, from the Department of Community Development or any other interested person. The Council will be applying those same guidelines and standards to make the determination about the technological and economic feasibility of the project and then the Council will vote. The decision of the Landmarks Board can be reversed by a majority of the entire Council, so that will require six (6) votes. Council can then issue findings of facts to explain the reasons for its decision.

A motion was made by JUSTIN FOUST to adjourn the City Council meeting. BILL OTTO seconded the motion. All voted in favor. Motion passed.

The City Council Meeting adjourned at 8:44 p.m.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 3, 2026

Date Approved



Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
February 3, 2026

On Tuesday, February 3, 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-2025-26. (Sazon Tacos & Margaritas) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with a permitted Restaurant use within the “C-2/EHP/FSC-HD” General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District overlay (T4-NMX Neighborhood Mixed Use) located at 416 S. 5th Street. The subject property is located in Ward 2. *(RCA Attached)*

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

Cristian Alejandro Sanchez Gavier, representing Sazon Tacos & Margaritas, 969 Tilestone, O’Fallon, Missouri spoke in favor of Case No. CU-2025-26.

Daniel Flaiz, representing 5th Street Capital Group, LLC, 524 Old Moray Place, spoke in favor of Case No. CU-2025-26.

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 Liquor Sales associated with a permitted Restaurant use within the “C-2/EHP/FSC-HD” General Business District within the Extended Historic Preservation District and within the Fifth Street Corridor-Hospital District overlay (T4-NMX Neighborhood Mixed Use) located at 416 S. 5th Street subject to the following conditions, as amended by staff:

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
February 3, 2026

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Cristian 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.

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.

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

There being no public comments, MARK HOLLANDER made a motion to close the public hearing and approve the liquor license as presented by staff. MICHAEL GALBA 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.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
February 3, 2026

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

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

Ronald Webb, Applicant, 142 N. Main St., St. Charles, Missouri, spoke in favor of Case No. CU-2025-29.

There being no further public comment, a motion was made by BILL OTTO to close the public hearing and approve the conditional use permit per §400.270(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 subject to the following conditions, as amended by staff:

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 space 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.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
February 3, 2026

5. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval are grounds for revocation of the conditional use approval.
6. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

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

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

There being no public comments, BILL OTTO made a motion to close the public hearing and approve the liquor license as presented by staff. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: “Aye”: S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh and M. Hollander. “Nay”: None. Absent: None. Motion passed.

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

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

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
February 3, 2026

The Public Hearing adjourned at 7:49 p.m. and the Regular Session continued with the order of business.

Date Approved



Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
February 24, 2026**

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:33 p.m. on Tuesday, February 24, 2026, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. Councilmembers in attendance were: Michael Galba, Brian Gould, Bart Haberstroh, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Justin Foust and Mark Hollander. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Closed Session

A roll call vote was taken to adjourn into closed session pursuant to RSMo 610.021(1); as amended with the following results: “Aye”: Galba, Gould, Haberstroh, S. Hollander, Mitchell, Otto, Ratchford, and West. “Nay”: None. Absent: M. Hollander and Foust. Motion passed.

The closed portion of the Council Work Session adjourned at 6:53 p.m.

At 6:54 p.m., a motion was made by VINCE RATCHFORD to adjourn the open portion of the Council Work Session. BILL OTTO seconded the motion. All voted in favor. Motion passed.

Date Approved

Emily Galantowicz, Assistant City Clerk

Michael Galba, Presiding Officer



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 24, 2026

The City Council convened in a Regular City Council Meeting on Tuesday, February 24, 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, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Mark Hollander. Assistant City Clerk Emily Galantowicz 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.

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

PRESENTATIONS/AWARDS/PROCLAMATIONS

PUBLIC COMMENT

Laura Buddemeyer, representing Protect Historic St. Charles, spoke relative to police and preserving her neighborhood.

REPORT OF THE MAYOR

Appointments to Boards/Commissions/Committees

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

Frenchtown Special Business District 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*.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 24, 2026

Main St. Special Business District 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*.

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

File #49418

Per the Mayor’s request, Director of Engineering Dan Mann presented the new “Project Update Map,” developed by the Department of Engineering and the Geographic Information Systems (GIS) Division of the Department of Community Development in response to resident survey feedback emphasizing the importance of construction quality and clear communication regarding City projects. The interactive map, located under the Engineering tab on the City’s website, provides information on all construction and design projects — including status updates, road closures, timelines, and anticipated completion dates — and may be viewed in either map or tile format. Mr. Mann encouraged Councilmembers to share the resource with constituents seeking information about construction activity within the City.

Mayor Borgmeyer reported that the City’s March newsletter highlights the “Report a Pothole” program, which allows residents to submit a photo and location of a pothole directly to the Public Works Department for repair.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 24, 2026

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Bill Otto reported that he recently attended the Missouri Municipal League Legislative Conference in Jefferson City, where he met with State Legislators representing the City and commended them for their willingness to support and advance City initiatives.

Councilmember Denise Mitchell informed the Council that a previously referenced resolution concerning a Ward 5 rezoning was withdrawn after the applicant pulled the application; however, the matter has since returned to the County, and a revised resolution will be forthcoming at the request of nearby residents. She noted that the City Clerk will contact Councilmembers regarding sponsorship and expressed appreciation for the Council's support.

Councilmember Michael Galba proudly announced that Ward 8 resident Joy Dunne won a gold medal as a member of the U.S.A. Women's Hockey Team at the 2026 Winter Olympics.

PUBLIC HEARING

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

1. Regular City Council Meeting of January 20, 2026

File #49417

2. Public Hearing of January 20, 2026

File #49425

3. City Council Retreat Meeting of January 23, 2026

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 24, 2026

File #49427

B. Receipt of Reports from Boards, Commissions and Committees

1. Senior Citizen Advisory Board Meeting of January 13, 2026

File #49429

2. Planning and Zoning Commission Meeting of January 12, 2026

File #49430

3. Frenchtown Special Business District Advisory Board Meeting of January 8, 2026

File #49431

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

C26-058

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

C26-059

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

C26-057

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 24, 2026

C26-060

5. Contract with HDR Engineering, Inc. for Engineering Services for the Wastewater Treatment Facility Nutrient Reduction Plan Project in an Amount not to Exceed \$185,360.00

C26-056

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

C23-022

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*)

File #49426

2. Report of the Court Administrator of Monies Collected and Deposited - January 2026

ITEMS REMOVED FROM THE CONSENT AGENDA

RESOLUTIONS

BILLS FOR FINAL PASSAGE

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 24, 2026

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

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*)

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 24, 2026

Appreciation Event on June 16, 2026 (*Referred by Councilmember Denise Mitchell*)

A discussion was held regarding the rescheduling of the June 16, 2026, City Council meeting to allow the Councilmembers to attend the St. Charles County Municipal League Membership Appreciation Event at CarShield Field. Following discussion, DENISE MITCHELL made a motion to reschedule the June 16, 2026 meeting to June 23, 2026. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye:" Haberstroh, S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba, and Gould. "Nay:" None. Absent: M. Hollander. Motion passed.

File # 49432

CLOSED SESSION

At 7:21 p.m., BILL OTTO made a motion to adjourn into closed session pursuant to RSMo 610.021.(1), and RSMo. 610.021(3), as amended. VINCE RATCHFORD seconded the Motion. A roll call vote was taken with the following results: "Aye": S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba, Gould, and Haberstroh. "Nay": None. Absent: M. Hollander. Motion passed.

At 8:45 p.m., a motion was made by VINCE RATCHFORD to adjourn the open portion of the Regular City Council Meeting. JUSTIN FOUST seconded the motion. All voted in favor. Motion passed.

Date Approved



Emily Galantowicz, Assistant City Clerk

Michael Galba, Presiding Officer

MINUTES

THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday,
July 23, 2025
8:30 am

1041 Olive St., St Charles, Missouri 63301

Chairman Burke called the meeting to order at 8:30 a.m. in the Boardroom of the St. Charles Housing Authority

Present

Diane Burke, Chair
Melanie McIlroy, Commissioner, Via Telephone
David Glidewell, Commissioner
Mary Clements, Secretary
Lauren Burnett, Staff

Absent

Anne Lersch, Vice Chair
Pat Pryor, Commissioner
Kathleen Thompson, City Staff Liaison
Bill Otto, City Council Liaison

Comments from Residents

There were no residents who attended the meeting.

Minutes from June 2025, Board meeting, were emailed earlier and discussed at this time. A motion was made by Commissioner Glidewell and seconded by Commissioner McIlroy to approve the minutes. Motion carried.

Approval of List of Bills

The list of bills from June 2025, consisting of PH Check numbers 43051 to 43109 in the amount of \$47,409.99 and S8 Check numbers 51379 to 51513 in the amount of \$219,583.70 were reviewed and discussed. A motion was made by Commissioner Glidewell and seconded by Commissioner McIlroy to approve the list of bills. Motion carried.

Vacancies

Regarding the Section 8 Program, we now have 220 units under lease as of July 1, 2025, and are at 76% leased up. We are spending 92% of our HAP for the month of July 2025.

We have 33 vouchers on the street searching, 4 VASH and 10 S8 vouchers and 19 port out vouchers. We have a total of 9 VASH vouchers that need to lease up, this is inclusive of the four vouchers that are outlooking currently and any additional VASH vouchers that need to be issued.

Minutes
July 23, 2025
Page 2

We have eleven vacancies in Low Rent Housing, nine that are offline and in the process of modernization and two units in make ready status. We are not anticipating additional vacancies this month.

New Business

The Positive Pay through Commerce Bank has been implemented. We need all our Board Members and signers on the accounts to please go to Commerce and sign the signature cards. This needs to be accomplished by August 7, 2025.

The agency had its annual audit on June 30, 2025. The auditor is coming back to verify a couple issues then we will have the results. Currently, there are no findings.

Old Business

Terminations and Court Hearings

Section 8 Termination of Assistance July 2025:

We have two terminations for the Section 8 Program, for the month of July 2025. One for non-compliance and the second one is a voluntary surrender of assistance.

Public Housing Termination of Lease July 2025

We have six tenants for the Public Housing Program for non-payment of rent; one is with the attorney and the other five will have until August 22, 2025 to resolve their rent issues. There are no additional lease terminations.

Minutes
July 23, 2025
Page 3

Directors Report

We are now halfway through this new year. Time sure flew. National Night Out Against Crime is being planned for, which falls on September 08, 2025, Halloween is in the planning stages, as well as Thanksgiving and Christmas.

Lloyd and Nate are busy trying to complete all the work orders and preparing for the HUD inspection we are anticipating this fall in the month of October. We will have one additional PH unit underway and hope to have it occupied by the end of August; we are anticipating two to three more units to complete by the end of September. Our goal has been revamped and we are now hoping to complete all the current modernization units by the end of November 2025.

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

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

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

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

We are excited to get our programs up to 100 percent and increase our status with HUD from standard performer to High performer this year. Have a wonderful, we will see you next year. Thank you for all you do in supporting our agency.

Respectfully reported,

Mary Clements
Executive Director
St. Charles Housing Authority

OTHER BUSINESS

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

Future Meeting Dates and Times:

Wednesday, August 27, 2025, at 8:30 am
Wednesday, September 24, 2025, at 8:30 am
Wednesday, October 29, 2025, at 8:30 am
Wednesday, November 19, 2025, at 8:30 am

Adjournment

As there was no additional business to come before the Board, A motion was made by Commissioner Glidewell and seconded by Commissioner McIlroy to adjourn the meeting. Motion carried. The meeting was adjourned at 8:44 am.


Diane Burke, Chairman


Mary Clements, Secretary

MINUTES

THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday, December 17, 2025

8:30 am

1041 Olive Street

St. Charles, Missouri 63301

Chairman Burke called the meeting to order at 8:32 a.m. in the Boardroom of the St. Charles Housing Authority.

Present

Diane Burke, Chair
Anne Lersch, Vice Chair, Via Telephone
Melanie McIlroy, Commissioner, Via Telephone
Bill Otto, City Council Liaison
Lauren Burnett, Secretary

Absent

Pat Pryor, Commissioner
Kathleen Thompson, City Staff Liaison

Comments from Residents

Minutes from the November 2025 Board meeting were emailed earlier and discussed at this time. Commissioner McIlroy stated that liaison was after her name in the November 2025 Board meeting minutes. It appears this was a formatting error and has been corrected. A motion was made by Commissioner McIlroy and seconded by Commissioner Lersch to approve the minutes. Motion carried.

Approval of List of Bills

The list of bills from November 2025, consisting of PH Check numbers 43380 to 43429 in the amount of \$52,152.00 and S8 Check numbers 52066 to 52199 in the amount of \$222,258.29 were reviewed and discussed. A motion was made by Commissioner Lersch and seconded by Commissioner McIlroy to approve the list of bills. Motion carried.

Vacancies

Regarding the Section 8 Program, we now have 251 units under lease as of December 1, 2025, and are at 89.64% leased up. We are spending 88.95% of our HAP for the month of December 2025.

We have 5 vouchers on the street searching, 1 VASH, 1 S8 voucher and 3 port out vouchers. We have a total of 5 VASH vouchers that need to lease up, this is inclusive of the 1 voucher that is out looking currently and any additional VASH vouchers that need to be issued.

Old Business

Terminations and Court Hearings

Section 8 Termination of Assistance December 2025:

We have no terminations for the Section 8 Program for the month of December 2025, however we had 2 tenants pass away and they were removed from the Section 8 program.

Public Housing Termination of Lease December 2025:

We have no terminations for the Public Housing Program for the month of December 2025.

From the 5 terminations for the Public Housing Program from November 2025, 2 were sent to the attorney as of December 16, 2025, 1 has moved out of her unit and the other two have paid their balances owed.

OTHER BUSINESS

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

Future Meeting Dates and Times:

Wednesday, January 28, 2026, at 8:30 am
Wednesday, February 25, 2026, at 8:30 am
Wednesday, March 25, 2026, at 8:30 am
Wednesday, April 22, 2026 at 8:30 am

Adjournment

As there was no additional business to come before the Board, a motion was made by Commissioner McIlroy and seconded by Commissioner Lersch to adjourn the meeting. Motion carried. The meeting was adjourned at 8:49 am.



Diane Burke, Chairman



Lauren Burnett, Secretary

CITY OF ST CHARLES

STATE OF MISSOURI

BOARD OF ADJUSTMENT MEETING

August 4, 2025

THE HONORABLE RICHARD ALFERMAN, CHAIRMAN PRESIDING

TIME: 6:11 p.m.

MINUTES

By Madelyn P. Brown

City of St. Charles, Missouri

200 N Second Street

St. Charles, Missouri 63301

(636) 949-3222

PROCEEDINGS

(WHEREUPON, at 6:11 p.m. o'clock, Wednesday August 4, 2025, at the Saint Charles City Hall Building, 200 North Second Street, Fourth Floor, Saint Charles, Missouri, and the following proceedings were held, to-wit: with the following persons being present.)

Richard Alferman, Chairman

Maureen Rogers-Bouxsein

Latonya Grotegeers

Marita Malone

Bob Kneemiller

Madelyn Brown, City Planner

John Boyer, Assistant Director of Community Development

AGENDA ITEM #1 – ADAM FRIEND

CASE NO. BOA-2025-08. ADDRESS: 808 S 6th STREET

MOTION WAS MADE BY LATONYA GROTEGEERS: I move to table a request to decrease the minimum side yard building setback for a proposed building addition on a non-conforming lot from five point two five (5.25) feet to two and a half (2.5) feet as regulated in Section 400.780(B)(1)(c) of the City of St. Charles Code of Ordinances.

MOTION WAS SECONDED BY MAUREEN ROGERS-BOUXSEIN

ROLL-CALL VOTE 5 IN FAVOR 0 AGAINST: APPROVED.

Meeting adjourned at 6:13 p.m.

CITY OF ST CHARLES

STATE OF MISSOURI

BOARD OF ADJUSTMENT MEETING

October 6, 2025

THE HONORABLE RICHARD ALFERMAN, CHAIRMAN PRESIDING

TIME: 6:00 p.m.

MINUTES

By Madelyn P. Brown

City of St. Charles, Missouri

200 N Second Street

St. Charles, Missouri 63301

(636) 949-3222

PROCEEDINGS

(WHEREUPON, at 6:00 p.m. o'clock, Wednesday October 6, 2025, at the Saint Charles City Hall Building, 200 North Second Street, Fourth Floor, Saint Charles, Missouri, and the following proceedings were held, to-wit: with the following persons being present.)

Richard Alferman, Chairman

Maureen Rogers-Bouxsein

Latonya Grotegeers

Marita Malone

Keith Whittemore

Madelyn Brown, City Planner

Lara Berry, City Planner

AGENDA ITEM #1 – ADAM FRIEND

CASE NO. BOA-2025-08. ADDRESS: 808 S 6th STREET

THIS ITEM WAS WITHDRAWN

AGENDA ITEM #2 – TIM MCNAMEE

CASE NO. BOA-2025-09. ADDRESS: 546 MADISON STREET

MOTION WAS MADE BY LATONYA GROTEGEERS: I move to approve a request to increase the maximum square footage of a residential accessory structure from 1,119 square feet to 1,470 square feet as regulated in Section 400.530(A)(7) of the City of St. Charles Code of Ordinances.

MOTION WAS SECONDED BY MARITA MALONE

ROLL-CALL VOTE 1 IN FAVOR 4 AGAINST: DENIED.

AGENDA ITEM #3 – GWEEN KEEN, QUIK TRIP CORPORATION

CASE NO. BOA-2025-10. ADDRESS: 225 N KINGSHIGHWAY STREET

MOTION WAS MADE BY LATONYA GROTEGEERS: I move to approve a request to increase the minimum height of two (2) freestanding monument signs from eight (8) feet to fourteen (14) feet as regulated in Section 400.1470(A)(1) of the City of St. Charles Code of Ordinances

MOTION WAS SECONDED BY MARITA MALONE

ROLL-CALL VOTE 2 IN FAVOR 3 AGAINST: DENIED.

Meeting adjourned at 6:49 p.m.

CITY OF ST CHARLES

STATE OF MISSOURI

BOARD OF ADJUSTMENT MEETING

November 3, 2025

THE HONORABLE RICHARD ALFERMAN, CHAIRMAN PRESIDING

TIME: 6:00 p.m.

MINUTES

By Madelyn P. Brown

City of St. Charles, Missouri

200 N Second Street

St. Charles, Missouri 63301

(636) 949-3222

PROCEEDINGS

(WHEREUPON, at 6:00 p.m. o'clock, Monday November 3, 2025, at the Saint Charles City Hall Building, 200 North Second Street, Fourth Floor, Saint Charles, Missouri, and the following proceedings were held, to-wit: with the following persons being present.)

Richard Alferman, Chairman

Maureen Rogers-Bouxsein

Latonya Grotegeers

Marita Malone

Keith Whittemore

Madelyn Brown, City Planner

AGENDA ITEM #1 – CRAFORD, MURPHY, & TILLY

CASE NO. BOA-2025-11. ADDRESS: 959 Portwest Drive

MOTION WAS MADE BY MARITA MALONE: I move to table a request to increase the maximum height for a proposed commercial/industrial fence from eight (8) feet to ten (10) feet as regulated in Section 400.550(A)(3)(a) of the St. Charles Code of Ordinances.

MOTION WAS SECONDED BY LATONYA GROTEGEERS

ROLL-CALL VOTE 5 IN FAVOR 0 AGAINST: TABLED.

Meeting adjourned at 6:04 p.m.

**SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
JANUARY 21, 2026**

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

Board Joshua Allen, Sandy Bichel, Tim Glosier, Kathy Mudrovic, Larry Muench, Anna Shy, Brian Scheidegger, TJ Slattery, Anne Zerr and Council Liaison Denise Mitchell were present.

Staff Maralee Britton – Director, Chris Atkinson – Assistant Director
Don Borgmeyer – Enterprise Superintendent, Mike Wilkins - Chief Ranger,
Judi Meredith – Group Travel Specialist

Others Mary Ann Ohms – Assistant City Attorney

3. **Pledge of Allegiance**

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

5. **Staff Reports/Presentations:**

A. **Introduction of Judi Meredith – Group Travel Specialist**

Judi introduced herself to the Board and spoke about her work history and why she applied for the Group Travel Specialist position. The Board welcomed Judi and wished her well.

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

A. **Consideration for approval Budget Amendment #1, 2026, Project Re-appropriations***

Britton explained the Re-appropriations process. In summary the process moves left over unencumbered funds, encumbered funds/contracts and purchases from the 2025 budget year to the 2026 budget year. The same request will also be working its way through City Council for approval as part of Re-appropriations for the entire City.

Muench made a motion to approve Budget Amendment #1, 2026; seconded by Zerr.
Motion Passed.

B. Resolution #1, 2026; Request to Declare Surplus Assets*

Atkinson presented the list that included old aquatic facility lifts, maintenance trailers, spectator bleachers and player benches. All of the items are either no longer needed as they are being replaced in 2026 or do not work/function.

Shy made a motion to approve Resolution #1, 2026; seconded by Zerr. Motion Passed.

C. Contract with 510 Printing LLC dba Minuteman Press to provide brochure printing in 2026 in an amount not to exceed \$38,000*

Atkinson presented the information. Brochure printing for the Department was bid out at the end of 2025 since the previous three-year agreement had expired. 510 Printing/Minuteman Press were the only bidder. They have printed the brochure for the last six years.

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

D. Purchase Order with Westport Pools to provide chemicals for the aquatic facilities in 2026 in an amount not to exceed \$41,000*

Atkinson presented the information. 2026 is the third and final year of a cooperative bid with other local municipalities who operate aquatic facilities.

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

E. Contract with Vandalia Bus Lines to provide transportation services for trip participants in 2026 in an amount not to exceed \$24,150*

Atkinson presented the information. Staff requested pricing from Vandalia Bus Lines to provide transportation services to our trip participants on the 2026 extended trips.

Zerr made a motion to approve the contract; seconded by Allen. Motion Passed.

7. Meeting Minutes:

A. Parks & Recreation Board Meeting Minutes December 17, 2025*

Shy made a motion to approve the meeting minutes; seconded by Allen. The motion passed.

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

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

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

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

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

10. **Presidents Announcements and Reminders:** None

11. **Directors Report:**

A. Thank You's (As Available)

B. General Department Update

Britton reminded the Board that they should be receiving the Personal Financial Disclosure Statement from the State. The document needs to be completed annually by anyone serving on a City Board.

Marketing Coordinator Lauren Reagan will be reaching out to the Board members as part of the Departments new marketing campaign called "What's your why?" Britton asked that Board members respond so their comments can be included in marketing plans in 2026.

February 4, 2026 Work Session will be a tour of the newly upgraded and renovated Wapelhorst Athletic Complex.

February 18, 2026 Regular Meeting will include the contract for the purchase of the playground equipment for the Legacy Farms Park project.

March 4, 2026 Work Session will include an update on the Rau Garden Project and the annual report for the 2025 year will be presented.

March 12, 2026 there will be a ribbon cutting and a home run derby for kids and adults at

the Wapelhorst Athletic Complex.

March 18, 2026 Regular Meeting the Legacy Farms Design team will be presenting an update showing the progress made by them and staff on the design of Phase 1.

12. Board Member Announcements and Reminders:

Slattery – Wapelhorst Athletic Complex looks great.

Shy – Good -

Mudrovic – Good

Glosier – Good

Allen – Good

Muench - Good

Bichel – Good

Scheidegger - Good

Zerr – Asked about signage at Jaycee Park for dog waste.

13. Council Liaison Announcements and Reminders:

Councilperson Mitchell said that Council are in the process of adopting the newest City Comprehensive Plan. Legacy Farms Park is included in the plan.

14. Park Board Liaisons Comments

A. Foundation Report:

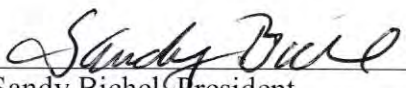
Foundation has a new member. Scott Stratton-Henderson. Foundations new social media consultant has begun the process of promoting the Foundation.

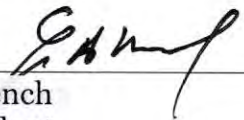
B. Legislative Report: None

As there was no further business to discuss Muench moved for **Adjournment** at 6:54 pm; Seconded by Mudrovic. The motion passed.

Meeting: January 21, 2026

Respectfully Submitted,


Sandy Bichel, President


Larry Muench
Vice President

ST. CHARLES PARK & RECREATION BOARD MINUTES
WORK SESSION TOUR

FEBRUARY 4, 2026

The Wapelhorst Athletic Complex Tour began at 6:00pm at the Athletic Complex located in Wapelhorst Park, 1875 Muegge Road, St. Charles, MO 63303. The following people were present for the tour:

Board Members: Joshua Allen, Tim Glosier, Kathy Mudrovic, Larry Muench, Brian Scheidegger, Anna Shy and Council Liaison Denise Mitchell were present.

Sandy Bichel, TJ Slattery, Anne Zerr were absent.

Others - Maralee Britton – Director, Chris Atkinson -Assistant Director
Don Borgmeyer – Enterprise Superintendent, Peter VanLinn – Maintenance Superintendent, Mary Ann Ohms – Legal Department


The tour highlighted the new artificial turf infields, new batting cages, dug out and fencing improvements, concession stand and restroom improvements and the new equipment that will be used to operate and maintain the complex.

The Tour ended at 6:30pm.

Park Board Athletic Complex Tour February 4, 2026

Respectfully Submitted,


Sandy Bichel - President


Larry Muench
Vice President

LANDMARKS BOARD - MINUTES
January 26, 2026
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT

Jill Ryan
Michelle Beucke
Dave Settle
John Donnelly
Christi Tennyson
Steve Hollander, Council Liaison

STAFF PRESENT

Taylor Moore, Preservation Planner
John Boyer, Asst. Director of CD
Zachary Tusinger, Director of CD
Dale Nicolas, Building Commissioner
Bryan Wise, Asst. City Attorney

Absent: Steve Martin, Tom Smith

On Monday, January 26, 2026, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

1. Call to order and call the roll.

Vice Chair Jill Ryan called the meeting to order at 6:00 p.m. Secretary Christi Tennyson called the roll. Those in attendance are listed above.

2. The Pledge of Allegiance

3. Consent Agenda

- (A) Case No. EC-2026-1 130 McDonough Street. Autumn Malon. The applicant is requesting permission to install eight new windows on the dwelling [Extended Historic Preservation District, Ward 2].

Steve Hollander made a motion to approve the consent agenda. Michelle Beucke seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.

4. Removed Consent Agenda Items

5. Sign Permit Applications

- (A) Sign Permit No. 2025-6643 1417 North 2nd Street. Paige Johnson. The applicant is requesting permission to install a new building-mounted sign for the business "Well Dwelt LLC" [Frenchtown Preservation District, Ward 1]. *No one was present to speak on this item. Michelle Beucke made a motion to approve the sign permit, subject to the condition the sign has a height clearance of eight feet. John Donnelly seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.*

- (B) Sign Permit No. 2026-171 142 North Main Street. Monica Zumwalt. The applicant is requesting permission to install a new projecting sign for the business "Arzola's Fajitas & Margaritas" [Historic Downtown District, Ward 1]. *Ron Webb, owner of the restaurant, was present to answer questions from the Board. Michelle Beucke made a motion to approve the sign as submitted. Dave Settle seconded the motion. Six were in favor, none were opposed (6-0). The motion passed.*

6. Structure Review

- (A) Case No. SP-2024-012 710 Clark Street. Michelle Beucke. The applicant is requesting permission to construct a new garage in the rear of the property [Commons Preservation District, Ward 1]. *Michelle Beucke was present to answer questions from the Board. Steve Hollander made a motion to approve the application subject to the conditions recommended by Staff. John Donnelly seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1). The motion passed.*
- (B) Case No. EC-2026-2 553 Jefferson Street. Jesse Ray. The applicant is requesting to install a new two-tier deck and stairs on the rear of the structure [Extended Historic Preservation District, Ward 2]. *Jess Ray was present to answer questions from the Board. Steve Hollander made a motion to approve the application subject to the conditions recommended by Staff. Dave Settle seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1). The motion passed.*
- (C) Case No. EC-2026-3 908-912 Jefferson Street. Tina Meier. The applicant is requesting permission to install a new fence around the rear parking lot [Extended Historic Preservation District, Ward 2]. *Tina Meier was present to answer questions from the Board. Michelle Beucke made a motion to approve the application as submitted. Steve Hollander seconded the motion. Six were in favor, none were opposed (6-0). The motion passed.*
- (D) Case No. SP-2026-2 1203 South Main Street. Leslie Duncan. The applicant is requesting permission to construct a new single-family dwelling on the property [Landmarks Preservation District, Ward 2]. *Michelle Beucke was present to answer questions from the Board. Steve Hollander made a motion to approve the application as submitted. John Donnelly seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1). The motion passed.*
- (E) Case No. D-2025-20 900 Main Street. BAX Engineering. The applicant is requesting permission to demolish Building 90 on the American Car Foundry complex [Frenchtown Preservation District, Ward 1]. *Developer Robert Mangelsdorf, Urban Planner Jassen Johnson, BAX Engineering Representative Jeff Simmons, Keith Kramer, Arturo Vidaurri, and Thomas Douglas were present to answer questions for the Board and to present.*

Michelle Beucke made a motion to find the subject structure to be historically significant, Steve Hollander seconded the motion. Four were in favor, two were opposed (4-2). The motion passed and the building was deemed historically significant.

Michelle Beucke made a motion to find the rehabilitation of the subject structure to be economically and technologically feasible. Christi Tennyson seconded the motion. One was in favor, five were opposed (1-5). The motion failed, and the structure was deemed neither economically nor technologically feasible for rehabilitation. Therefore, authoring approval for Building 90 to be removed.

- (F) Case No. D-2026-1 550 Main Street. BAX Engineering. The applicant is requesting permission to demolish a portion of Building 91A on the American Car Foundry complex [Frenchtown Preservation District, Ward 1]. *Developer Robert Mangelsdorf, Urban Planner Jassen Johnson,*

BAX Engineering Representative Jeff Simmons, Keith Kramer, Arturo Vidaurri, and Thomas Douglas were present to answer questions for the Board and to present.

Michelle Beucke made a motion to find the subject structure to be historically significant. Christi Tennyson seconded the motion. Six were in favor, none were opposed (6-0). The motion passed and the building was deemed historically significant.

Steve Hollander made a motion to find the rehabilitation of the subject structure to be economically and technologically feasible. Michelle Beucke seconded the motion. One was in favor, five were opposed (1-5). The motion failed, and the structure was deemed neither economically nor technologically feasible for rehabilitation. Therefore, authoring approval for a portion of Building 91A to be removed.

7. Announcements/Reports from Officers
No Reports.

8. Staff Reports
No Reports.

9. Approval of December 15, 2025 regular meeting minutes

Steve Hollander made a motion to approve the minutes, Dave Settle seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1).

10. Adjournment

Michelle Beucke made a motion to adjourn. Steve Hollander seconded the motion. All were in favor (6-0). The meeting adjourned at 7:42pm.

SECRETARY

DATE

02/23/2026

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All

Description:

Notice of Emergency Purchase

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Attached is a copy of an Emergency Purchase that has occurred.

Lou Fusz Chevrolet - \$9,762.65

For Emergency Repair of EMS Chief's emergency vehicle.

The City Council is being notified of this purchase according to City Code of Ordinances, Chapter 145, Section 130(A) - "In the case of an unexpected emergency wherein any delay in purchasing would possibly result in the interruption of or detriment to the public service, the requirements for competitive bidding and awarding contracts may, upon consent of the Mayor, be waived. However, the City Council or Board, as appropriate, shall be notified of the situation at its next regular meeting."

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

Fiscal Impact: \$ 9,762.65 **Change PO #:** 20260137

Account #: 100-240-131-744003

Project #: _____

RCA prepared by: C. Bray Dept. Dir. g Finance Dir. Qao Dir. of Admin. g



City of Saint Charles, Missouri Emergency Purchase Approval Form

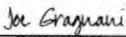

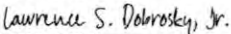
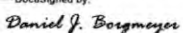


Requesting Department: Fire

For the Purchase of: Emergency repair of EMS Chief Marc Doll's emergency response vehicle.

From: Lou Fusz

Basis for Emergency Purchase: Level of repair needed on the transmission can not be completed at PD garage or city garage. In order to return the EMS Chief response vehicle back to service for public safety and to be able to respond to any emergencies, a tow to a capable garage was necessary.
Lou Fusz garage is able to do the repairs in the shortest time possible.

Submitted by:	<small>Signed by:</small>  <small>6F0899258F4C2</small> Department Director	1/23/2026
Reviewed by:	<small>Signed by:</small>  <small>C428307B773142A</small> Purchasing Manager	1/23/2026
Recommend by:	<small>DocuSigned by:</small>  <small>3E05A318580960C</small> Director of Administration	1/26/2026
Approved by:	<small>DocuSigned by:</small>  <small>8D38AF87A1BD439</small> Mayor	1/26/2026

City Code of Ordinances, Chapter 145, Section 145.130 (A) – “In the case of an unexpected emergency wherein any delay in purchasing would possibly result in the interruption of or detriment to the public service, the requirements for competitive bidding and awarding contracts may, upon consent of the Mayor, be waived. However, the City Council or Board, as appropriate, shall be notified of the situation at its next regular meeting.”



City of St. Charles
 200 N Second Street
 St. Charles, MO 63301

Purchase Order

Fiscal Year 2026 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Bill To
 CITY OF ST. CHARLES, MO
 200 N SECOND STREET
 ST. CHARLES, MO 63301

Ship To FD4
 CITY OF ST CHARLES MO
 FIRE STATION 4
 3201 BOSCHERTOWN RD
 SAINT CHARLES, MO 63301

Purchase Order Number **20260137**
 Purchase Order Date 01/28/2026
 Department FIRE

Vendor 11848
 LOU FUSZ CHEVROLET
 DBA: LOU FUSZ CHEVROLET
 CORPORATE BILLING LLC
 DEPT 100
 PO BOX 830604
 BIRMINGHAM, AL 35283

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	REMIT@CORPBILL.COM	11848	20260208	Paul Feldmann	

NOTES						
ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	
1	9407 EMERGENCY TRANSMISSION REPAIR; WORK ORDER #60621580 GL #: 100-240-131-744003- Commodity Code: -	1.0000	EACH	\$9,738.6500	\$9,738.65	

Complete Terms and Conditions are available on our website using the following link:
<https://www.stcharlescitymo.gov/160/Purchasing>

Authorized by

Total Ext. Price \$9,738.65
Purchase Order Total \$9,738.65

CITY OF ST. CHARLES, MO

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **Complete agreement.** This order constitutes City's offer to Supplier and shall become a binding contract unless Supplier gives City written notice of objection within seven (7) days following supplier's receipt hereof. This order is not valid unless signed by a duly authorized representative of City. The specification on the face hereof, these terms and conditions, any other special conditions in a schedule attached hereto, if any, and any specifications or other documents referenced in such schedule or on the face hereof constitute the entire agreement between City and Supplier and supersede all previous communications, either written or oral, with respect to the subject matter of this order. This order expressly limits acceptance to the terms and conditions stated herein, which terms and conditions may not be varied except in writing by referencing the number of this order and signed by City's duly authorized representative. Any reference on the face hereof to Supplier's proposal or any other document published by Supplier shall be deemed to incorporate only typed or handwritten information and not any standard printed terms or conditions of Supplier's documents other than description of the goods, services and prices offered by the Supplier.
2. **Governing Law.** This order shall be governed by and construed in accordance with the laws of the State of Missouri without regard to principles or conflicts of laws.
3. **Time of Essence and Force Majeure.** Shipment and delivery date(s) specified are of the essence on this order. However, Supplier shall not be liable for delays in manufacture or delivery of goods and performance of services to the extent such delays are due to causes beyond Supplier's reasonable control and provided Supplier uses its best efforts to remedy the situation and first allocates all available production and deliveries to City, and provided further that Supplier has notified City promptly (but in any event within seven days) of the occurrence which causes such delay. City shall not be liable to accept any part of such goods and services which are delayed and may, at its option, cancel the order. Causes deemed beyond a party's reasonable control include acts of God, acts of civil or military authorities, fires, labor disturbances, epidemics, war or riots, and acts of the other party. Whenever Supplier has knowledge of a condition or event that may delay or lead to delay in the timely performance of this order, Supplier shall immediately give notice thereof, including all relevant information with respect thereto, to City.
4. **Shipping Instructions.** Packing slips must accompany each shipment. City's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. All articles are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and to meet carrier requirements. No charges will be allowed for boxing or packing unless specifically stated in the order. Any goods shipped by parcel post must be insured for face value. Goods must be shipped as provided for in this order, or additional shipping and handling costs will be back charged to Supplier. In the absence of such instructions shipments shall be routed via the most economical mode of commercially reasonable transportation available consistent with the time requirements established for the order and risk of loss on the goods shall be borne by Supplier until delivery at City or destination designated by the City.
5. **Right to Reject.** All goods and/or services furnished will be subject to inspection and testing upon arrival or performance, and such goods and/or services found by City in its sole discretion to be found not in accordance with the specifications drawings, plans, instructions, samples or other descriptions furnished or adopted by City for the order or otherwise not in conformance with the terms of this order shall be subject to rejection, return and back charge as appropriate, together with the necessary costs of handling and shipping. City's payment of all or any part of the purchase price prior to such inspection, testing and non-acceptance of the goods and/or services involved shall not constitute a waiver of any of City's rights hereunder.
6. **Representations and Warranties.** Supplier represents and warrants that:
 - (A) City's purchase or use of the goods or services furnished pursuant to this order, in the form in which furnished to the City, will not infringe in any United States or foreign patent, trademark, copyright, trade secret or other proprietary right of a third party and Supplier agrees to defend and hold City harmless against any claim, action or suit that may be brought against City for Patent, trademark, copyright, trade secret infringement or for the infringement of any other proprietary right by reason of City's purchase or use of such goods. City will receive good title to all goods furnished hereunder, free and clear of all liens.
 - (B) All goods and services covered by each order are unencumbered and will conform to the specifications, drawings, plans, instructions, samples or other description furnished or adopted by City; will be well made, of good materials, merchantable fit and sufficient for the purpose intended, including any special requirements of City which have been disclosed to Supplier; shall be free from defects, whether latent or patent, in material and workmanship. Supplier shall immediately replace or repair free of charge, f.o.b. City, any goods or parts of any goods supplied hereunder which prove to be defective in workmanship or material within one year from date of shipment.
 - (C) Supplier shall comply with all applicable local, state and federal laws, rules, regulations and ordinances. The proposal for this Contract shall be based upon the required payment by the Contractor for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.262, RSMo 1994.
 - (D) Supplier is an independent contractor and nothing contained herein shall constitute or designate Supplier or any of its agents or employees as agents of the City. Supplier agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion, or political origin.
 - (E) The goods covered by this order are in conformity with the specifications, samples, or other descriptions furnished by Supplier to City or designated by City. In addition, Supplier assigns to City the benefit of any warranty that Supplier receives from its suppliers of any items purchased by City hereunder.
7. **Right to Cancel.** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Supplier or by any Subcontractors, in the sole judgment and discretion of the City in the event of such termination, the Supplier shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and that the Supplier will be liable for excess costs incurred thereby.
8. **Indemnity.** Supplier hereby agrees to indemnify and hold harmless City and their agents and employees from all claims and suits for money or damages to property including incidental and consequential damages relating there to or injuries, including death, to persons, and from all judgments recovered therefore, and from all expenses defending said claims or suits, including court costs, attorney's fees and other expenses, caused by or arising out of: (a) the act of omission of Supplier, its agents, servants and employees while on or about the premises of City for the purposes of delivering, installing or providing the goods and services required by this order; (b) the negligence or wrongful acts or omissions of Supplier, its agents, servants and employees; (c) any misrepresentation, breach of warranty, or non-fulfillment of any obligation or order; and (d) any and all claims, demands and liens for the value of goods furnished or labor performed under this order.
9. **No Assignment.** Supplier may not assign its rights or delegate its duties under this order without the prior written consent of City, and any attempted assignment or delegation without such consent shall be void. No completed articles shall be shipped out or subcontracted without City's prior written approval.
10. **Pricing.**
 - (A) Prices shall be firm and not subject to adjustment or variation unless specifically approved in writing to City.
 - (B) Except as otherwise provided herein, the prices herein include all costs and charges to be incurred by Supplier, including, without limitation, installation and other service charges, all charges for transportation, packing, packaging, and all costs of design, engineering and development, and all costs for tooling, molds, patterns and similar property that may be obtained or required by Supplier for use in the manufacture, fabrication or assembly of the goods or performance of the services called for by this order.
11. **Assurance of Performance.** In the event Supplier fails to perform when due any delivery and/or service required by this order, or City in good faith has any other reason to question Supplier's intent or ability to perform, City may, at its election, demand adequate assurance of performance, including that supplier furnish, at Supplier's expense, a performance bond or letter of credit, conditioned to indemnify City for any loss City may sustain by failure of Supplier to perform its obligation. In the event Supplier fails to comply with such demand within ten (10) business days thereafter, City may treat this failure as a default.
12. **Invoice Procedures.** After completion of all work, Supplier shall submit an invoice in duplicate to the City containing purchase order number and full descriptive information of items or services furnished.
13. **Insurance.** Supplier hereby agrees to furnish and maintain at its own cost and expense, insurance policies underwritten by good and solvent insurance companies, protecting:
 - (A) The legal liability of Supplier under the Worker's Compensation Act of any State or other structure or law, to pay claims for personal injuries sustained by its employees, including death resulting therefrom; and
 - (B) The legal liability of Supplier for damage to property and for injuries to or death of any person or persons (including automobile exposure), and contractual liability assumed by Supplier, said insurance to be written with a limit of not less than \$1,000,000.00 for any one occurrence. Supplier shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Supplier shall furnish City with insurance certificates indicating the coverage above referred to. Supplier shall not contract for the performance of any work herein required without imposing similar obligations on any subcontractor so employed.
14. **Laws and Ordinances.**
 - (A) Supplier shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.
 - (B) Supplier shall comply with 208.009 RSMo which requires Supplier to provide City with affirmative proof that Supplier is lawfully present in the United States
 - (C) Supplier shall comply with 285.530(2) RSMo requiring enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contract services.
15. **Sales/Use Tax Exemption.** The City is exempt from Missouri sales and use tax on purchases. The City's Missouri Tax Identification Number is 12493384.



Lou Fusz Chevrolet
 5120 North Service Rd
 Saint Peters, MO 63376
 (636) 970-4101
 Fax: (636) 875-5357

SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. to 12:00 p.m. Saturday

R/O Open Date	R/O Number
01/21/26	606215809/2
R/O Close Date	Status
02/04/26	Pre-Invoice
Mileage In	Mileage Out
69850	69864
Service Advisor / Tag #	
Ron Reed/3735	

ST CHARLES CITY FIRE DEPT 3201 BOSCHERTOWN RD SAINT CHARLES, MO 63301			Work Phone	Vehicle Identification Number	
			Home Phone	1GNSKFECXKR279374	
			636-949-3250	Delivery Date	In-Service Date
Year	Make	Model	Body	Color	License Number
2019	CHEVROLET	TAHOE	4WD 4DR COMMERCIA	BLK	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#5 * Customer Reports: SPARK PLUG WIRES Tech: James Barron (887) Tech: James Barron (887) Installed 19459511 :SL-N-SPARK PLUG (02270-CT) 8@13.20 Installed 19431551 :SL-*N-WIRE KIT (02239-CKT) 1@171.02 replace spark plugs and wires Sub Total: 685.47	294.35 114.50 105.60 171.02
#6 * Customer Reports: [OTHER]: BOTH FRONT AXLE SEALS Tech: James Barron (887) Installed 22761722 :SL-N-SEAL (06056-OCT) 2@50.06 Installed 15270970 :SL-N-GASKET (06063-CT) 1@28.51 Sub Total: 1273.63	1145.00 100.12 28.51
#7 * MS12: EMISSION INSPECTION ONLY ADDED OPERATION Tech: James Barron (887) failed Sub Total: 24.00	24.00
Please Note: BDC CREATED 2026-01-21 12:27:00PM TAKEN BY RON REE D	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."	LABOR	4152.73
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	PARTS	5604.92
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	5.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	9762.65

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.
 X



Lou Fusz Chevrolet
 5120 North Service Rd
 Saint Peters, MO 63376
 (636) 970-4101
 Fax: (636) 875-5357

SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Friday
 8:00 a.m. to 12:00 p.m. Saturday

R/O Open Date	R/O Number
01/21/26	606215809/1
R/O Close Date	Status
02/04/26	Pre-Invoice
Mileage In	Mileage Out
69850	69864
Service Advisor / Tag #	
Ron Reed/3735	

ST CHARLES CITY FIRE DEPT 3201 BOSCHERTOWN RD SAINT CHARLES, MO 63301			Work Phone	Vehicle Identification Number	
			Home Phone	1GNSKFECXKR279374	
			636-949-3250	Delivery Date	In-Service Date
Year	Make	Model	Body	Color	License Number
2019	CHEVROLET	TAHOE	4WD 4DR COMMERCIA	BLK	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#2 - CUS1: CUSTOMER STATES TELL US MORE - C/S: -TOWING IN TRANS WENT OUT-SLIPPING IN AND OUT OF GEAR- Caused by TRANSMISSION FAILED. METAL DEBRIS IN FLUID. FLUID BURNT AND BLACK Tech: James Barron (887) Installed 19431764 :R-REMANUFACTURED TRANSMISSION 1@4745.00 4745.00 Installed 11547342 :SL-N-BOLT (04115-CKT) 3@9.48 28.44 Installed 86816628 :SL-N-GASKET (04515-CT) 1@17.41 17.41 Installed 85585333 :SL-N-VALVE (04128-CKT) 1@182.21 182.21 Installed 85628205 :SL-N-SEAL (04128-BCKT) 1@11.72 11.72 Installed 23277649 :SL-N-SEAL (04128-CKT) 2@11.69 23.38 Installed 15035747 :SL-N-SEAL (03611-CT) 1@25.23 25.23 Installed 15077362 :SL-N-SEAL (03611-CT) 1@30.35 30.35 Installed 19421245 :N-FLUID (08800-BOPCKT) 12@7.25 87.00 Installed 20779889 :SL-N-CLAMP (03708-BCT) 1@48.93 48.93 replaced transmission to correct concern Sub Total: 7489.67	
#3 - DIAG3: TRANSMISSION SHIFT CONCERN DIAGNOSTICS \$299 Tech: James Barron (887) Sub Total: 284.88	284.88
#4 - INSP1: PERFORM COMPLEMENTARY 21 POINT VEHICLE INSPECTION Sub Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Contract # _____
(City Clerk will Assign)

**CONTRACT ROUTING SLIP
(PURPLE PAPER)
GRANT ACCEPTANCE
(SECTION 145.500)**


Requesting Department:	Tourism	Department Contact:	Elizabeth Phelps
Name of Grant:	Missouri Arts Council - FY2026 Visual Arts Program		
Grant Amount:	\$ 22846.00		
New or Renewal:	New		
Amount Budgeted in Previous Year:			
Description/Purpose:	Routing Grant Agreement for Mayor's signature. Once complete Mayor's signature will be requested on the MAC Grant Agreement via SignEasy.		
Account/s #:	218-199-199-432201		
Project #:			

DS
7K

Certifications: to be completed by Originating Department Director

Does this grant require matching funds?	Yes
Does this grant involve supplemental appropriation of funds formulaic grant revenues?	No
All obligations of both parties are included in the contract:	Yes
All required forms are current and attached:	Yes

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

Signature: <small>DocuSigned by:</small>  <small>0473EB324F1D48D...</small>	Printed Name: Elizabeth Phelps	Date: 2/13/2026
---	--	---------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	2/17/2026
Department of Law (for Legality only)	<small>Initial</small> AEM	2/17/2026
Director of Finance (Funds Available)	<small>Initial</small> JP	2/17/2026
Director of Administration (Recommend Approval)	<small>Initial</small> LSDJ	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: 



Bill # N/A

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 03/03/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

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

Description:

Accept Foundry Art Centre Grant Funding from the Missouri Arts Council - MAC Grant No. 2026-5907 in the amount of \$22,846 to support the visual arts program.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This Grant was awarded to support Foundry exhibitions and art event programming.

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

Fiscal Impact: 22,846.00 Yes Revenue

Account #: 218-199-199-432201

Project #: _____

RCA prepared by: LAC Dept. Dir. EP Finance Dir. JP Dir. of Admin. USD

GRANT AGREEMENT OVER \$5,000

Grant Number: 2026-5907

Project: FY2026 Visual Arts Program

This is an agreement made on July 1, 2025, between the Missouri State Council on the Arts (the "Council") and City of St. Charles on behalf of Foundry Art Centre (the "Grantee").

What the Grantee Agrees to Do:

1. Complete the Project - The Grantee will complete the project as described in the proposal using their own staff, space, equipment, and supplies.
2. Project Timeline - The work must be done between July 1, 2025 and June 30, 2026.
3. Funding - The Council will give up to **\$22,846** toward the project, but:
 - The Grantee must finish the project as planned.
 - The Council will pay no more than 50% of the total project cost unless otherwise approved.
 - If the state does not have enough money, the Council can reduce or cancel the grant without responsibility for any costs.
4. No Paying Debts - Grant money cannot be used to pay off debts.
5. Give Credit - The Grantee must publicly credit the Missouri Arts Council, including the MAC logo and this sentence: **"Financial assistance for this project has been provided by the Missouri Arts Council, a state agency."** This may include the website or other digital location (with link to MAC), advertising, printed material, slide presentations, electronic media, posters, credits, public announcements, and media releases.
6. Key People - If specific people were named in the proposal, the Grantee cannot replace them without permission.
7. Let Us Know If Plans Change - The Grantee must tell the Council in writing if they cannot do the project as planned. This may require release of all or some funds.
8. Payments Can Be Held - The Council can delay payment if the Grantee has not met all past or current grant requirements.
9. Special Conditions - If there are any extra requirements, the Grantee must follow them.
10. Proposal Changes - Any changes to the plan, staff, or timeline must be approved in advance.
11. Getting Paid - The Council will reimburse the Grantee for expenses ONLY after getting an invoice that documents spending and match (if applicable) during the project timeline. Payments WILL NOT be made in advance of expenditures.
12. How to Invoice - The Grantee must:
 - Spend the grant and matching money (if applicable) during the grant period.
 - Be a nonprofit in good standing with the State of Missouri and maintain tax-exempt status with the IRS (if applicable).
 - Have E-Verify documents on file.

- Submit the final invoice by May 26, 2026, or within 30 days of finishing the project, whichever is sooner.
13. Audits - The Council and government can check the Grantee's records for up to 4 years after the project ends. Any costs associated with the audit will not be reimbursed.
 14. Use the Money for the Project Only - Funds must only be used for this project.
 15. Follow the Law - The Grantee must follow all Council policies, and state and federal rules, laws, and executive orders. Legal disputes will be handled in Cole County, Missouri and/or the United States District Court, Western District of Missouri.
 16. Final Report - A final report is due within 30 days of finishing the project, or by July 20, 2026, whichever is sooner.
 17. No Discrimination - The Grantee agrees to comply with all civil rights and anti-discrimination laws, and not to discriminate against any employee or applicant on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status, and to make that clear in all job postings and agreements with others working on the project.
 18. E-Verify and Hiring Rules - The Grantee shall enroll in and verify employment eligibility as required by state law, and must follow federal and state rules about hiring legal workers. The Grantee must submit a signed Certification and E-Verify Program for Employment Verification Memorandum of Understanding (if applicable).
 19. If the Rules Are Not Followed - The Council can take the money back if the rules in this agreement are not followed.
 20. Ending the Agreement - Either side can cancel the agreement with 30 days' notice. The Grantee cannot bill for expenses after canceling.
 21. No Transfers - The Grantee cannot hand over this agreement to someone else without the Council's approval.

All four lines below must be completed through Signeasy before pressing Finish Signing.

Signatures:

GRANTEE'S AUTHORIZING SIGNATURE*

Daniel J. Borgmeyer

GRANTEE'S AUTHORIZING OFFICIALS NAME*

Mayor

GRANTEE'S AUTHORIZING OFFICIALS TITLE*

DATE*

EXECUTIVE DIRECTOR, MISSOURI STATE COUNCIL ON THE ARTS

DATE

**STATE OF MISSOURI
MISSOURI ARTS COUNCIL
815 OLIVE STREET, SUITE 16
ST. LOUIS, MO 63101-1503
(314) 340-6845
(866) 407-4752 TOLL FREE
(800) 735-2966 TDD**

Attest: _____

Certificate Of Completion

Envelope Id: 05AB684F-9926-436D-83C9-3EF266DF0436

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing - MO Arts Council - FY26 Visual Arts Program

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 9

Leigh Anne Carnes

AutoNav: Enabled

200 N Second St

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Saint Charles, MO, MO 63301

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

lcarnes@discoverstcharles.com

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Leigh Anne Carnes

Location: DocuSign

2/13/2026 10:32:38 AM

lcarnes@discoverstcharles.com

Signer Events

Signature

Timestamp

Elizabeth Phelps

ephelps@discoverstcharles.com

Tourism Assistant Director

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DocuSigned by:

0473EB324F1D48D...

Signature Adoption: Pre-selected Style

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Viewed: 2/13/2026 11:08:08 AM

Signed: 2/13/2026 11:08:36 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Timothy Kubat

timothy.kubat@stcharlescitymo.gov

Billing & Collections Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 2/13/2026 11:08:38 AM

Viewed: 2/13/2026 11:21:24 AM

Signed: 2/13/2026 11:22:50 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 2/13/2026 11:22:51 AM

Viewed: 2/17/2026 1:15:45 PM

Signed: 2/17/2026 1:16:01 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 2/17/2026 1:16:02 PM

Viewed: 2/17/2026 1:25:08 PM

Signed: 2/17/2026 1:38:31 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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

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



Sent: 2/17/2026 1:38:32 PM
Viewed: 2/17/2026 3:05:35 PM
Signed: 2/17/2026 3:05:40 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)



Sent: 2/17/2026 3:05:42 PM
Viewed: 2/17/2026 3:07:24 PM
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Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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



Sent: 2/17/2026 3:07:35 PM
Viewed: 2/17/2026 3:38:02 PM
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Signature Adoption: Pre-selected Style
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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 3:38:19 PM
Viewed: 2/17/2026 4:27:10 PM

Signature Adoption: Pre-selected Style
Using IP Address:

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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



Sent: 2/17/2026 3:38:19 PM
Viewed: 2/17/2026 4:27:10 PM

Signature Adoption: Pre-selected Style
Using IP Address:

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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



Sent: 2/17/2026 3:38:19 PM
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Signature Adoption: Pre-selected Style
Using IP Address:

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Clerk - Assign Contract #

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

COPIED

Sent: 2/17/2026 3:07:34 PM
Viewed: 2/17/2026 4:14:46 PM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/13/2026 11:07:10 AM
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Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Engineering	Department Contact:	Jeff Pittman/Grace Capritta
Vendor Name & NWS#:	SWEETENS CONCRETE SERVICES LLC/6783		
Description/Purpose:	Authorization to execute Change Order #1 with Sweetens Concrete Services for the Muegge Road Project in the amount of \$449,902.05, total contract not to exceed \$2,103,473.62.		
Account #:	412-502-502-873199 FED 80% \$359,921.64 412-502-502-873101 CRB 16% \$71,984.33 410-502-502-873101 CTY 04% \$17,996.08		
Project #:	22ENGST038		
Amount of this Routing:	\$ 449,902.05	Change PO #:	2025368- TBE REAPP
Contract Type:	Contract Amendment	N/A	Coop#:
Contract Term:	To completion	Renewal Options:	N/A
If Renewal or Amendment: C#	C25-138	Amendment #	1
		Renewal #	
Original Contract Value:	\$1,653,571.57	Total of Previous Amendments:	\$
Total Contract Value:	\$2,103,473.62		

DS
MLO

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Dan Mann	Signature: <i>Dan Mann</i>	Date: 2/20/2026
----------------------------------	--------------------------------------	---------------------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: <i>Paul Feldmann</i> 2/24/2026
Department of Law (for Legality only)	DocuSigned by: <i>Holly Magdziary</i> 2/24/2026
Director of Finance (Funds Available)	DocuSigned by: <i>Jennifer O'Connor</i> 2/24/2026
Director of Administration (Recommend Approval)	DocuSigned by: <i>Lawrence S. Dobrosky, Jr.</i> 2/24/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



RCA FORM (OFFICE USE ONLY)

MEETING/DATE: ~~03/03/2026~~ 03/03/2026

Bill # _____

Regular Special Work Session
ATTACHMENT: YES NO
Report Resolution Ordinance

Request for Council Action

Ward(s): 6 Sponsor(s): CONSENT AGENDA

Description:

Authorization to execute Change Order #1 with Sweetens Concrete Services for the Muegge Road Project in the amount of \$449,902.05, total contract not to exceed \$2,103,473.62.

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

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

Summary:

During construction and following completion of the originally contracted pavement replacement work on the Muegge Road project, additional concrete slabs were identified as deteriorated and structurally unsound beyond what was visible at the time of bid. These conditions became apparent after adjacent slabs were removed and traffic was restored. Replacement of the additional slabs was necessary to maintain roadway integrity, ensure public safety, and provide consistent pavement performance.

This work was not included in the original contract quantities and requires \$449,902.05 in additional funding, bringing the revised contract total to \$2,103,473.62.

Additional details are provided on the reason page. A project map is also attached for reference.

Staff recommends approval of this Change Order.

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

Fiscal Impact: 449,902.05 **Change PO #:** 2025368- TBE REAPI

Account #: 412-502-502-873199 FED 80% \$359,921.64
412-502-502-873101 CRB 16% \$71,984.33
410-502-502-873101 CTY 04% \$17,996.08

Project #: 22ENGST038

RCA prepared by: JP/GC Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

Muegge Road Rehab Project Location Map



Muegge Road from Mexico Road to Old Muegge Road



CHANGE ORDER NO. 1

Contract Number: STP7302(692) / 22STR38

Bid Number 4780

PROJECT: MUEGGE ROAD REHABILITATION 22STR38 , STP-7302(692)

OWNER: City of St. Charles, Missouri

CONTRACTOR: SWEETENS CONCRETE SERVICES

On this ___ day of _____, 2026, it is hereby agreed by and between the Owner and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties.

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

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANTITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY TO BE CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
6	502-99.98	Remove and Replace 8" Pavement	SY	6814.3	11114.3	4300.00	\$84.85	\$364,855.00	
17	609-20.90	Remove and Replace 6" Integral Curb	LF	2,329	3996	1667.00	\$13.50	\$22,504.50	
21	613-40.00	Joint Repair	SY	248.20	346.70	98.50	\$129.90	\$12,795.15	
51	CI CO1	Reflector Removal and Patching	LS	0	1	1	\$11,707.75	\$11,707.75	
52	CI CO1	High Early Concrete	LS	0	1	1	\$5,017.15	\$5,017.15	
53	CI CO1	Re-Mobilization	LS	0	1	1	\$19,727.50	\$19,727.50	
54	CI CO1	Standard Traffic Control Devices Phase 2	LS	0	1	1	\$13,295.00	\$13,295.00	
TOTAL								\$449,902.05	\$0.00

ORIGINAL CONTRACT AMOUNT= \$1,653,571.57
 PREVIOUS CHANGE ORDER AMOUNT= N/A
 CHANGE ORDER #1 AMOUNT= \$449,902.05

TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER= \$2,103,473.62

MoDOT _____ Date _____

MoDOT _____ Date _____

Sweetens Concrete Services
 CONTRACTOR _____

City of St. Charles, Missouri
 OWNER _____


 By: Aaron Sweeten _____ Date 2/13/2026

By: Daniel J. Borgmeyer _____ Date _____
 Mayor

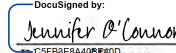
ATTEST:

 By: Cristin Berandzen _____ Date 2/13/2026

ATTEST:
 _____ Date _____
 City Clerk

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:

 Jennifer O'Connor _____ Date 2/24/2026
 Director of Finance

CHANGE ORDER

No.1

Muegge Road Rehabilitation Project 22STR38 / STP-7302(692)

Line No.6- Remove and Replace 8" Pavement – Over Run (4300 SY @ \$84.85)

Reason for Change Order:

During and following completion of the originally contracted pavement replacement work, additional concrete pavement slabs were found to be deteriorated and structurally unsound beyond what was visible or measurable at the time of bid. These conditions became apparent only after adjacent slabs were removed and traffic was shifted back onto the roadway. To ensure roadway integrity, safety, and consistent pavement performance. This work was not included in the original contract quantities and is necessary to fully address existing field conditions.

Line No.17- Remove and Replace 6" Integral Curb – Over Run (1667 LF @ \$13.50)

Reason for Change Order:

After completion of the originally contracted work, additional sections of integral curb were found to be broken, deteriorated, and structurally unsound. These conditions were not fully visible at the time of bidding and became evident only after adjacent pavement and curb sections were removed. To maintain roadway safety, proper drainage, and uniform curb alignment. This work was not included in the original contract quantities and is necessary to address existing field conditions.

Line No. 21- Joint Repair – Over Run (98.50 SY @ \$129.90)

Reason for Change Order:

During joint repair work, additional broken and deteriorated slabs were discovered that were not evident at the time of bid. The increased extent of damage required additional joint repairs beyond the original contract quantities, resulting in an overrun.

Line No.51- Reflector Removal and Patching - Over Run (1 LS @ \$11,707.75)

Reason for Change Order:

Reflector removal and hole patching were required prior to diamond grinding operations to allow the grinding equipment to safely and effectively perform the work. These reflectors and resulting voids were not identified in the original contract scope and would have caused damage to equipment and produced an unacceptable finished surface if left in place. As this work was necessary to proceed with the diamond grinding and was not included in the original bid items, the work was completed on a **time and materials basis**.

Line No.52- High Early Concrete – Over Run (1 LS @ \$5,017.15)

Reason for Change Order:

High early strength concrete was utilized for five (5) slab replacements and patching was performed on one (1) additional slab to minimize lane closure durations during the holiday season. This approach allowed the roadway to be reopened to traffic sooner than would have been possible with standard concrete, reducing impacts to the traveling public. This work and material were not included in the original contract scope and were necessary to maintain traffic flow and public safety during a high-volume travel period.

Line No.53- Re-Mobilization – Over Run (1 LS @ \$19,727.50)

Reason for Change Order:

Due to the addition of extra work after initial demobilization, Sweetens will be required to remobilize to the project site. This will result in additional costs associated with saw cutting, winter concrete treatment, and the transportation of equipment and materials back to the job site.

Line No.54- Standard Traffic Control Devices Phase 2 – Over Run (1 LS @ \$13,295.00)

Reason for Change Order:

The project duration on Muegge Road has been extended due to the addition of extra concrete slabs and integral curb work beyond the original contract scope. As a result, existing traffic control operations must remain in place for a longer period than originally anticipated. This requires the contractor to extend the rental of traffic control devices and maintain traffic control measures to ensure the safety of the traveling public and construction personnel. This extended traffic control was not included in the original contract duration and is necessary to support the added work.

CONTRACT AGREEMENT

This agreement, made the 9 day of MAY, 2025, and between Sweetens Concrete Services, Party of the First Part, hereinafter called the "Contractor", and CITY OF ST CHARLES, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. Scope of Work:

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled 22STR38 – MUEGGE ROAD REHABILITATION, BID NUMBER 4780, prepared by the City of St. Charles Public Works Department, 200 North Second Street, St. Charles, Missouri.

The Work to be done under this Contract consists of constructing and completing all work described in the proposal, attached.

ARTICLE 2. Time of Completion:

The work to be performed under this Contract shall be commenced immediately after being given written notice to proceed from the City and shall be completed in 245 Calendar Days, as stated in NOTICE TO CONTRACTORS, Period of Performance Section 3.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner of One Thousand Two Hundred Twenty Five Dollars and Zero Cents (\$1,225.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Engineer and City for the extra time required for the completion of the work and for the delays or damages to the public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Engineer, shall be reported to them in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

ARTICLE 3. The Contract Sum:

The Owner shall pay the Contractor for the performance of the Contract a sum, not-to-exceed \$1,653,571.57 (One Million, Six-Hundred, Fifty-Three Thousand, Five Hundred, Seventy-One Dollars and 57/100) for the performance of the Contract, subject to additions and deductions provided herein, in current funds based on the actual quantities of work completed under each line item at the unit prices named in the proposal attached hereto and made a part of these documents and this contract.

ARTICLE 4. Progress Payments:

The Owner shall make payments on account of the Contract as provided therein as follows:

At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. Such applications shall be submitted on standard AIA Document G702.

In accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the reasons outlined in RSMO 34.057, or as determined by the engineer.

It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified copy of their and each of their subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

As a consideration for such payment, the City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

ARTICLE 5. Acceptance and Final Payment:

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, they will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 6. The Contract Documents:

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 7. Prevailing Wage:

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

ARTICLE 8. Choice of Law and Venue Provision:

Choice of Law: This contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents. Venue shall be vested in courts of appropriate jurisdiction in St. Charles County, Missouri.

ARTICLE 9. Performance and Payment Bonds:

Contractor shall execute a performance and payment bond equal to the amount of the contract as required by Section 145.020 of the Code of Ordinances of the City of St. Charles.”

§ 145.020 BONDS FOR CONTRACTORS DOING PUBLIC WORK.

On all contracts for public work of any kind to be performed for the city, every contractor entering into contract with the city for any such public work shall execute therewith and file in the office of the City Clerk a bond, with good and sufficient sureties to be approved by the Mayor, in an amount, unless otherwise fixed by the City Council, equal to the contract price for such work, and conditioned among other things for the faithful performance of their contract, the payment of any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, on the work, and for all labor performed in such work whether by subcontractor or otherwise.

ARTICLE 10. Compliance with City Code:

Contractor shall be in compliance with all City Code of Ordinances, including Section 145.040 regarding the registration of sex offenders with the Police Department.

ARTICLE 11. Compliance with City Project Management Methods:

The Contractor shall comply with the City of St. Charles Project Management Manual (PMM) in the management, execution, and final delivery of the project.

ARTICLE 12. Compliance with Federal Work Authorization Requirements:

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in the federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified work authorization program and that Contractor does not knowingly

employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

ARTICLE 13. Construction Safety Training Programs

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 14. Transient Employer Obligations

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

ARTICLE 15. Proof of Lawful Presence

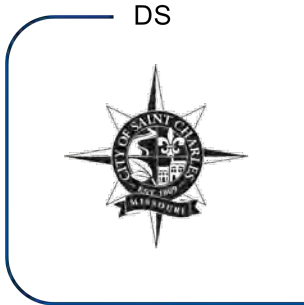
Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

ARTICLE 16. Nondiscrimination

Contractor agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this Contract, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date of the year first above written.

CITY OF SAINT CHARLES, MISSOURI



DocuSigned by:
Daniel J. Borgmeyer 5/7/2025
8D36AFB1A1BD439...
By: Dan Borgmeyer, Mayor Date

Attest:
DocuSigned by:
Kimberly Hudson 5/9/2025
70E399BA7AAF426...
City Clerk Kimberly Hudson

(CONTRACTOR)

Sweetens Concrete Services
[Signature]
By: Aaron Sweeten

03/31/2025
Date

Attest:
[Signature]
Secretary *Cristin Berendzen*, Project Manager

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 4/30/2025
C5FB3E8A40BE40B...
Director of Finance, St. Charles Date
Jennifer O'Connor

Certificate Of Completion

Envelope Id: 9D3E8D11-DA91-4D6D-8EF4-6E46CD6E39A3

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing_22STR38 Muegge Rd CO #1

Source Envelope:

Document Pages: 11

Signatures: 6

Envelope Originator:

Certificate Pages: 4

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

2/20/2026 11:16:25 AM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style

Using IP Address: 172.59.168.189

Signed using mobile

Timestamp

Sent: 2/20/2026 11:26:13 AM

Viewed: 2/20/2026 12:00:01 PM

Signed: 2/20/2026 12:00:52 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 140.141.255.148

Sent: 2/20/2026 12:00:54 PM

Viewed: 2/23/2026 9:12:51 AM

Signed: 2/23/2026 9:15:57 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

CA2B397B73142A...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 2/23/2026 9:15:59 AM

Viewed: 2/24/2026 9:53:07 AM

Signed: 2/24/2026 9:54:18 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: 2/24/2026 9:54:20 AM

Viewed: 2/24/2026 10:00:46 AM

Signed: 2/24/2026 10:02:22 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

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

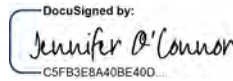


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Signature Adoption: Uploaded Signature Image
Using IP Address: 35.130.51.195

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)



Sent: 2/24/2026 1:20:43 PM
Viewed: 2/24/2026 2:56:28 PM
Signed: 2/24/2026 2:57:00 PM

Signature Adoption: Pre-selected Style
Using IP Address:
2607:fb90:39a7:d68f:68f1:198b:7901:cd30

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Grace Capritta
grace.capritta@stcharlescitymo.gov
Engineering Administrative Associate
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

Completed

Sent: 2/24/2026 3:33:18 PM
Viewed: 2/24/2026 3:38:58 PM
Signed: 2/24/2026 3:40:27 PM
Freeform Signing

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Grace Capritta
grace.capritta@stcharlescitymo.gov
Engineering Administrative Associate
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

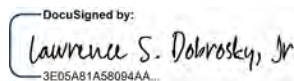
Completed

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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)



Sent: 2/24/2026 2:57:04 PM
Viewed: 2/24/2026 3:52:40 PM
Signed: 2/24/2026 3:52:59 PM

Signature Adoption: Pre-selected Style
Using IP Address:
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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: 2/24/2026 3:53:00 PM
Viewed: 2/25/2026 9:34:25 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 2/24/2026 2:57:03 PM
 Viewed: 2/24/2026 3:22:08 PM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/20/2026 11:26:13 AM
Envelope Updated	Security Checked	2/24/2026 3:33:18 PM
Envelope Updated	Security Checked	2/24/2026 3:33:18 PM
Envelope Updated	Security Checked	2/24/2026 3:45:18 PM
Envelope Updated	Security Checked	2/24/2026 3:45:19 PM
Envelope Updated	Security Checked	2/24/2026 3:50:38 PM

Payment Events

Status

Timestamps



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Public Works	Department Contact:	MAURA ZACKAVEC
Vendor Name & NWS#:	Sweeping Corp of America		
Description/Purpose:	2026 Street Sweeping Services		
Account #:	204-500-501-733099		
Project #:	N/A		
Amount of this Routing:	\$ 177,754.00	Requisition #:	20260323
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	thru 12/31/2026	Renewal Options:	1
If Renewal or Amendment: C#	N/A	Amendment #	N/A
		Renewal #	N/A
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 177,754.00		

DS
MLO

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Larry Perney	Signature: <small>Signed by:</small> <i>Larry Perney</i>	 2/26/2026
--	---	-------------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 2/26/2026
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 2/26/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 2/26/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 2/26/2026
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: 03/03/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): ALL

Description:

Authorization to enter into contract for Street Sweeping Service for 2026 for \$177,754.00

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City issued RFB 4815 seeking a qualified contractor to perform routine street sweeping services to maintain roadway cleanliness, improve stormwater quality, and support public infrastructure preservation. One responsive proposal was received from SCA of MO, LLC (Sweeping Corp of America), a nationwide sweeping contractor specializing in municipal services. Sweeping Corp of America. The services include scheduled weekly and bi-weekly sweeping routes covering arterial, collector, and residential streets, along with optional on-call sweeping as needed.

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

Fiscal Impact: 177,754.00 **Select One** 20260323

Account #: 204-500-501-733099

Project #: N/A

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

**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 SCA of MO, LLC, (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 Street Sweeping Services for the term through December 31, 2026, in accordance with Vendor’s response to IFB #4815, 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 Seventy-Seven Thousand Seven Hundred Fifty-Four Dollars (\$177,754.00).

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;
- C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work

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

Contract # _____

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.

SCA OF MO, LLC:

CITY OF SAINT CHARLES, MISSOURI:

DocuSigned by:
Brad Becker 2/25/2026
D061G5B095034FD...
Brad Becker Date
By: Regional Vice President
(Print Name and Title)

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

Attest:

By: Date

City Clerk Date

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

Contract # _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 2/26/2026
C3FB3E8A40BE40D...

Director of Finance Date



RFB 4815

Street Sweeping Services

Proposal By:

SCA of MO, LLC

Primary Contact: Mark Borden

Phone: 614-778-4275

Email: mborden@sweepingcorp.com



Cover Letter



11/11/2025
City of St Charles

SCA of MO LLC (SCA) is pleased to present the following response to the city of St. Charles IFB 4815 Street Sweeping Services. SCA was founded in 1988 with the vision of partnering with various Departments of Transportation and municipalities and is now the largest power sweeping services company in the United States.

SCA partners with communities of all sizes across North America. We use this vast experience to set a higher standard for parking lot sweeping and street sweeping to drive continuous improvement in our operations. You can rest easily knowing that we operate in full compliance with all local, state, and federal regulations.

Being the industry leader, we offer 70+ strategic locations across the United States, covering 21 states, with 2,000+ safety-focused employees, and a 2,350-vehicle fleet. SCA is committed to providing our customers with environmental services that reduce stormwater and air pollution. Our deep experience and unrelenting focus on safety and technology make us the premier choice to handle all of City of St. Charles Street sweeping needs as described in this IFB.

Our proven track record for safety, quality and reliability has established trust with our customers and employees that is unmatched among other power sweeping providers. SCA is a trusted partner to municipalities, DOTs, and construction contractors.

The SCA team is ready, willing, and looking forward to fulfilling all the requirements outlined within your request. Thank you for the opportunity to participate in your selection of a Sweeping provider. Please do not hesitate to contact Mark Borden at 614-778-4275 should you have any questions regarding our Proposal.

Sincerely,

A handwritten signature in black ink that reads "Chris Chiodo". The signature is written in a cursive, slightly slanted style.

Christopher Chiodo | Chief Operating Officer | cchiodo@sweepingcorp.com

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 4815 and to all the conditions imposed herein, the undersigned offers and agrees to provide Street Sweeping Services for the City in accordance with the specifications attached herein at the following price(s):

Weekly Sweeping

Day	Street	From	To	Average Width (ft)	Distance (ft)	Bid Price
Wednesday	Main St.	All	All	30	23,923	\$382.77
Wednesday	Riverside	All	All	32	6,120	\$97.92
Wednesday	Boones Lick Rd.	Main St	5 th St	31	1,945	\$31.12
Wednesday	N. 2 nd St	First Capitol	N. 3 rd St	38	6,965	\$121.44
Wednesday	N. 3 rd St	Tecumseh St.	Little Hills Expy	70	3,602	\$57.63
Wednesday	Clark St.	Riverside Dr.	Kingshighway St	38	3,550	\$56.80
Wednesday	Adams St	Riverside Dr.	N 2 nd St.	30	497	\$7.95
Wednesday	Monroe St.	Riverside Dr.	N 2 nd St.	28	57	\$1.00
Wednesday	Jefferson St.	Riverside Dr.	N 2 nd St.	35	632	\$10.11
Wednesday	First Capitol	Riverside Dr.	N 2 nd St.	28	621	\$9.93
Wednesday	Boathouse Parking Lot	N/A	N/A	N/A	1,969	\$31.50
Thursday	Washington St.	N. 3 rd St	N 5 th St	32 ft	725	\$11.60
Thursday	Adams St	N 2 nd St	N 5 th St	28	1,112	\$17.79
Thursday	Monroe St	N 2 nd St	N 5 th St	22	1,111	\$17.78
Thursday	Jefferson St	N 2 nd St	N 5 th St	4	1,104	\$17.66
Thursday	First Capitol	N 2 nd St	N 5 th St	2	1,102	\$17.63
Thursday	Kingshighway	First Capitol Dr.	Randolph St	45	5,508	\$88.13
Thursday	725 N. Kingshighway St. -St Charles High School – N. Kingshighway St., Bennett Ave., Lindenwood Ave., Waverly St..			35	2,353	\$37.65

Thursday	625 N. 6 th St.	Lincoln Elementary School – N. 6 th St	Perry St.	35	2,563	\$41.00
Thursday	Fairgrounds Rd & Convention Center Rd	Boones Lick Rd	Friendens Rd	48	7,571	\$121.14
Total Weekly Sweeping Bid						\$1,206.55

Bi-Weekly Sweeping

Street	From	To	Width (ft)	Distance (ft)	Bid Price
Mel Wetter Pkwy	Olive St	Little Hills Pkwy	33 Avg	4,875	\$78.00
N. 5 th St	Olive St	S Main St	Olive: 50 Clark: 40 Booneslick: 65 Lombard: 100 S Main: 75	12,167 ft	\$194.67
First Capitol	Sunset	N 5 th St	5 th – Kingshighway: 45 Kingshighway – Sunset: 58	7,675	\$122.50
Elm St	Kingshighway	Hwy 370	5 th St: 40 Duchesne: 35 Elm Point Industrial: 75	15,948	\$255.17
New Town Blvd	Hwy 370	Hwy B.	370: 78 Elm Point Industrial: 80 New Town Dr: 37 Hwy B.: 38	12,569	201.10
Harry S. Truman	Hwy 70	Hwy 370	60 Avg	9,395	\$150.32
Muegge Rd	Mexico Rd	S. Old Hwy 94	58 Avg	14,349	\$229.58
Zumbehl Rd	First Capitol	Hwy 70	60 Avg	6,626	\$106.01
Ford Ln	Friendens Rd	Scherer Pkwy	26 Avg	1,802	\$28.83
Scherer Pkwy	Friendens Rd	S First Capitol Dr	24 Avg	2,175	\$34.80
Total Bi-Weekly Bid					\$1,400.98

Monthly Sweeping

Street	From	To	Average Width (ft)	Distance (ft)	Bid Price
S. Old Hwy 94	Rt 364 N. Outer Rd	600' North of Pralle Rd	37	7,875	\$126.00
Zumbehl Rd	Elm Point Rd	Hwy 70	35	9,770	\$156.32
West Clay St.	First Capitol	200' West of Kingston Terrace	56	6,016	\$96.26
Friendens Rd	First Capitol	Arena Pkwy	48	8,894	\$142.30
Little Hills Expy & Mueller Rd	N. Hwy 94	New Town Blvd.	36	15,581	\$249.30
Elm Point Ind.	Mueller Rd.	Deerfield Dr	26	5,809	\$92.94
Ehlmann Rd	Droste Rd.	Trumann Rd	38	2,628	\$42.05
Droste Rd	Zumbehl Rd	West Clay St.	32	11,291	\$180.66
Duchesne Dr. & Pundmann Pkwy	Elm St	Zumbehl Rd	37	15,550	\$248.80
Treetop Dr	Muegge Rd	Greenleaf Dr	32	1,882	\$30.11
Country Club Rd & Hackmann Rd	Elk Trl.	S. Old Hwy 94	33	14,900	\$238.40
McClay Rd	Woodbriar Ln.	Hackmann Rd.	30	1,893	\$30.29
Pralle Ln & Kunze Dr	Hwy 94	Hemsath Rd.	30	5,723	\$91.57
S. 5 th St.	S. River Rd.	Fairgrounds Rd.	30	2,518	\$40.29
Regency Pkwy	Zumbehl Rd	Veterans Memorial Pkwy.	35	1,982	\$31.71
Old Muegge Rd.	Muegge Rd.	Mexico Rd.	38	2,485	\$39.76
Greystone Dr	Muegge Rd	Zumbehl Rd.	36	7,772	\$124.35
Bluestone Dr	Pralle Ln.	Hemsath Rd.	34	2,950	\$47.20
Portwest Dr	Hwy 94	Bluestone Dr.	62	358	\$5.73
Hemsath Rd	Bluestone	Arena Pkwy	36	5,290	\$84.64
Yale Blvd.	Droste Rd.	Hunters Ridge	32	3,767	\$60.27
Hunters Ridge	Yale Blvd	Elm St.	36	3,118	\$49.89
Boones Lick Rd	East of Roundabout	N. 5 th St.	30	5,547	\$88.75
Randolph St.	N. 5 th St.	Concordia Ln.	35	5,828	\$93.25
N. Duchesne Dr	N. 5 th	Elm St.	38	6,075	\$97.20
Boschertown Rd	Little Hills Expy	Hwy B.	45	9,611	\$153.78
Fox Hill Rd.	Boschertown Rd.	N. Hwy 94	36	6,359	\$101.74
Ameristar Blvd. & Bass Pro Dr.	S. Main St	STOP sign west of 5 th St	48	1,989	\$31.82
2 nd St	Boones Lick Rd	Clark St.	26	4,340	\$69.44
Jefferson St.	Kingshighway	N. 5 th St.	30	2,975	\$47.60
Monroe St	Kingshighway	N. 5 th St.	30	2,472	\$39.55
Hawthorn Ave.	Randolph St	Elm St	30	3,993	\$63.89

Concordia Ln. & Homewood Ave	Randolph St	Elm St.	32	4,053	\$64.85
Total Monthly Sweeping Bid					\$2,949.06

Citywide Sweeping

Street	Width (ft)	Distance (ft)	Bid Price
All St. Charles Local Streets (Spring)	24-36	1,525,524	\$21,500.00
All St. Charles Local Streets (Fall)	24-36	1,525,524	\$21,500.00
Total Citywide Sweeping Bid			\$43,000.00

As Needed

Description	Qty	Rate	Bid Price
Sweeping as Needed	1	Hourly	\$199.00
Total Bid			\$177,754.00

For Total bid we added Weekly/bi-weekly/Monthly/Total citywide sweep and hourly rate

RENEWAL PRICING:

The City reserves the right to renew this contract for additional terms. Pricing for additional terms shall be within the percentages indicated below:

First Renewal (2026-2027) Maximum Percentage Increase Over Prior Year	3	%
Second Renewal (2027-2028) Maximum Percentage Increase Over Prior Year	3	%

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: LLCS are not required to file annual Registrations

Full Legal Name of Proposer: SCA of MO, LLC

Street Address: 4141 Rockside Rd suite 100

City/State/Zip Code: Seven Hills, Oh, 44131

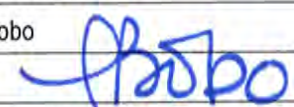
City of St. Charles business license number: N/A
(if located within city)

Last 4 Digits of FEIN or SSN: 0201

Telephone: 216-777-2750

Name: Patrick Bobo

Title: Secretary

Signature: 

Date: 11/11/2025

Email address: bids@sweepingcorp.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.

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF OHIO)
)ss
COUNTY OF CUYAHOGA)

Before me, the undersigned Notary Public, Patrick Bobo (Name)
personally appeared who is Secretary (Title) of
SCA of MO LLC (Company Name), and after being sworn did depose
and say:

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

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

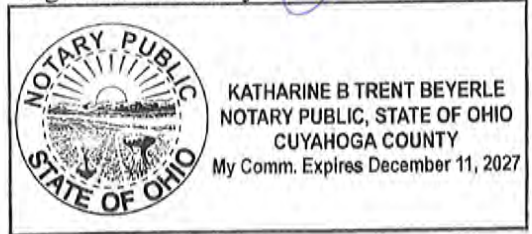
Documentation of participation in a federal work authorization program is attached to this affidavit.

Patrick Bobo Patrick Bobo
Signature (Person with Authority) Printed Name

Secretary 11/11/2025
Title Date

Subscribed and sworn to before me this 11 day of November 2025 (Month, Year).

My commission expires: 12-11-2027
Katherine B Trent Beyerle 11-11-2025
Signature of Notary Date



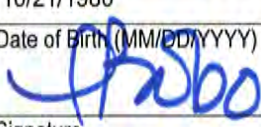
PROOF OF LAWFUL PRESENCE - 208.009 RSMo


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:			
Bobo	Patrick	P	
Last Name	First	Initial	Maiden Name
2863 S Reading Court			
Address (Street Name & Number)			
Denver	CO	80231	
City	State	Zip Code	
10/21/1980			
Date of Birth (MM/DD/YYYY)		(Check all that apply to signer and company): <input checked="" type="checkbox"/> A Citizen of the United States <input checked="" type="checkbox"/> A Lawful Permanent Resident <input checked="" type="checkbox"/> Company uses e-Verify to Hire New Employees <input checked="" type="checkbox"/> All Employees are authorized to work in U.S.	
 Signature			
11/11/2025			
Date			
<input checked="" type="checkbox"/> I have attached documentation <input type="checkbox"/> I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

CITY STAFF- Record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits 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: <u>10/21/24</u>		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: <u>Paul Felber</u>	Date: <u>11/13/25</u>	
*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.				

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

SCA of MO, LLC

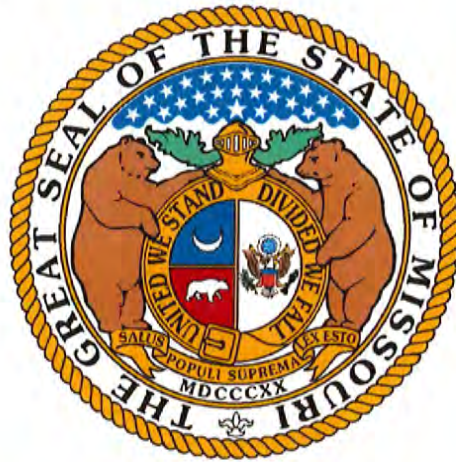
using in Missouri the name

SCA of MO, LLC
FL1437041

a DELAWARE entity was created under the laws of this State on the 19th day of May, 2021, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of October, 2025.

Denny Hoskins
Secretary of State



Certification Number: CERT-10232025-0112



Company ID Number: 375667

Client Company ID Number: 2518667

**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 SCA of MO, LLC (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. § 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

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. 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.



Company ID Number: 375667

Client Company ID Number: 2518667

2. 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

3. 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.

4. 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.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

6. 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.

7. 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



Company ID Number: 375667

Client Company ID Number: 2518667

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.

8. 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.

9. 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.

10. 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.

11. 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.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



Company ID Number: 375667

Client Company ID Number: 2518667

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).

13. 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).

14. 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.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



Company ID Number: 375667

Client Company ID Number: 2518667

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.



Company ID Number: 375667

Client Company ID Number: 2518667

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



Company ID Number: 375667

Client Company ID Number: 2518667

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 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 E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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



Company ID Number: 375667

Client Company ID Number: 2518667

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 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 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



Company ID Number: 375667

Client Company ID Number: 2518667

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



Company ID Number: 375667

Client Company ID Number: 2518667

existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with 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. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 375667

Client Company ID Number: 2518667

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.
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.



Company ID Number: 375667

Client Company ID Number: 2518667

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.



Company ID Number: 375667

Client Company ID Number: 2518667

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the 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.



Company ID Number: 375667

Client Company ID Number: 2518667

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:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. 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.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. 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.

3. 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.

4. 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.

5. 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.



Company ID Number: 375667

Client Company ID Number: 2518667

6. 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.

7. 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.

8. 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.

9. 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;



Company ID Number: 375667

Client Company ID Number: 2518667

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 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:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - 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.



Company ID Number: 375667

Client Company ID Number: 2518667

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.
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.



Company ID Number: 375667

Client Company ID Number: 2518667

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.



Company ID Number: 375667

Client Company ID Number: 2518667

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.

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.



Company ID Number: 375667

Client Company ID Number: 2518667

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. SCA of MO, LLC (Employer) hereby designates and appoint Sterling Infosystems Inc. (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. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 375667

Client Company ID Number: 2518667

Approved by:

Employer	
SCA of MO, LLC	
Name (Please Type or Print) Roni Kimberland	Title
Signature Electronically Signed	Date 09/10/2024
E-Verify Employer Agent	
Sterling Infosystems Inc.	
Name (Please Type or Print) Louisa Cenon	Title
Signature Electronically Signed	Date 09/10/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/10/2024



Company ID Number: 375667

Client Company ID Number: 2518667

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SCA of MO, LLC
Company Facility Address	4141 Rockside Road Suite 100 Seven Hills, OH 44131
Company Alternate Address	
County or Parish	CUYAHOGA
Employer Identification Number	862290201
North American Industry Classification Systems Code	488
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	63 site(s)



Company ID Number: 375667

Client Company ID Number: 2518667

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

AL	1
CA	14
DE	1
FL	6
GA	2
IL	1
IN	1
LA	1
MD	2
MI	2
MO	1
MS	1
NC	2
NJ	2
OH	7
PA	3
SC	2
TN	4
TX	6
VA	3
WV	1



Company ID Number: 375667

Client Company ID Number: 2518667

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

Name	Roni Kimberland
Phone Number	3304072625
Fax	
Email	rkimberland@sweepingcorp.com



Company ID Number: 375667

Client Company ID Number: 2518667

This list represents the first 20 Program Administrators listed for this company.

**Tabulation Sheet
Bid #4815
Street Sweeping Services**

						SCA of MO, LLC Seven Hills, MO
Weekly Sweeping						
Day	Street	From	To	Average Width (ft)	Distance (ft)	Bid Price
Wednesday	Main St.	All	All	30	23,923	\$ 382.77
Wednesday	Riverside	All	All	32	6,120	\$ 97.92
Wednesday	Boones Lick Rd.	Main St	5 th St	31	1,945	\$ 31.12
Wednesday	N. 2 nd St	First Capitol	N. 3 rd St	38	6,965	\$ 121.44
Wednesday	N. 3 rd St	Tecumseh St.	Little Hills Expy	70	3,602	\$ 57.63
Wednesday	Clark St.	Riverside Dr.	Kingshighway St	38	3,550	\$ 56.80
Wednesday	Adams St	Riverside Dr.	N 2 nd St.	30	497	\$ 7.95
Wednesday	Monroe St.	Riverside Dr.	N 2 nd St.	28	57	\$ 1.00
Wednesday	Jefferson St.	Riverside Dr.	N 2 nd St.	35	632	\$ 10.11
Wednesday	First Capitol	Riverside Dr.	N 2 nd St.	28	621	\$ 9.93
Wednesday	Boathouse Parking Lot	N/A	N/A	N/A	1,969	\$ 31.50
Thursday	Washington St.	N. 3 rd St	N 5 th St	32 ft	725	\$ 11.60
Thursday	Adams St	N 2 nd St	N 5 th St	28	1,112	\$ 17.79
Thursday	Monroe St	N 2 nd St	N 5 th St	22	1,111	\$ 17.78
Thursday	Jefferson St	N 2 nd St	N 5 th St	4	1,104	\$ 17.66
Thursday	First Capitol	N 2 nd St	N 5 th St	2	1,102	\$ 17.63
Thursday	Kingshighway	First Capitol Dr.	Randolph St	45	5,508	\$ 88.13

Thursday	725 N. Kingshighway St. -St Charles High School – N. Kingshighway St., Bennett Ave., Lindenwood Ave., Waverly St..			35	2,353	\$	37.65
Thursday	625 N. 6 th St.	Lincoln Elementary School – N. 6 th St	Perry St.	35	2,563	\$	41.00
Thursday	Fairgrounds Rd & Convention Center Rd	Boones Lick Rd	Friendens Rd	48	7,571	\$	121.14
Total Weekly Sweeping Bid						\$	1,178.55
Bi-Weekly Sweeping							
	Street	From	To	Width (ft)	Distance (ft)		Bid Price
	Mel Wetter Pkwy	Olive St	Little Hills Pkwy	33 Avg	4,875	\$	78.00
	N. 5 th St	Olive St	S Main St	Olive: 50 Clark: 40 Boonesli ck: 65 Lombard: 100 S Main: 75	12,167 ft	\$	194.67
				5 th – Kingshig hway: 45			

First Capitol	Sunset	N 5 th St	Kingshighway – Sunset: 58	7,675	\$	122.50
Elm St	Kingshighway	Hwy 370	5 th St: 40 Duchesne Blvd Point	15,948	\$	255.17
New Town Blvd	Hwy 370	Hwy B.	370: 78 Elm Point Industrial : 80 New Town Dr: 37 Hwy B.: 38	12,569	\$	201.10
Harry S. Truman	Hwy 70	Hwy 370	60 Avg	9,395	\$	150.32
Muegge Rd	Mexico Rd	S. Old Hwy 94	58 Avg	14,349	\$	229.58
Zumbehl Rd	First Capitol	Hwy 70	60 Avg	6,626	\$	106.01
Ford Ln	Friendens Rd	Scherer Pkwy	26 Avg	1,802	\$	28.83
Scherer Pkwy	Friendens Rd	S First Capitol Dr	24 Avg	2,175	\$	34.80
Total Bi-Weekly Bid					\$	1,400.98
Monthly Sweeping						
Street	From	To	Average Width (ft)	Distance (ft)		Bid Price
S. Old Hwy 94	Rt 364 N. Outer Rd	600' North of Pralle Rd	37	7,875	\$	126.00
Zumbehl Rd	Elm Point Rd	Hwy 70	35	9,770	\$	156.32

West Clay St.	First Capitol	200' West of Kingston Terrace	56	6,016	\$ 96.26
Friendens Rd	First Capitol	Arena Pkwy	48	8,894	\$ 142.30
Little Hills Expy & Mueller Rd	N. Hwy 94	New Town Blvd.	36	15,581	\$ 249.30
Elm Point Ind.	Mueller Rd.	Deerfield Dr	26	5,809	\$ 92.94
Ehlmann Rd	Droste Rd.	Trumann Rd	38	2,628	\$ 42.05
Droste Rd	Zumbehl Rd	West Clay St.	32	11,291	\$ 180.66
Duchesne Dr. & Pundmann Pkwy	Elm St	Zumbehl Rd	37	15,550	\$ 248.80
Treetop Dr	Muegge Rd	Greenleaf Dr	32	1,882	\$ 30.11
Country Club Rd & Hackmann Rd	Elk Trl.	S. Old Hwy 94	33	14,900	\$ 238.40
McClay Rd	Woodbriar Ln.	Hackmann Rd.	30	1,893	\$ 30.29
Pralle Ln & Kunze Dr	Hwy 94	Hemsath Rd.	30	5,723	\$ 91.57
S. 5 th St.	S. River Rd.	Fairgrounds Rd.	30	2,518	\$ 40.29
Regency Pkwy	Zumbehl Rd	Veterans Memorial Pkwy.	35	1,982	\$ 31.71
Old Muegge Rd.	Muegge Rd.	Mexico Rd.	38	2,485	\$ 39.76
Greystone Dr	Muegge Rd	Zumbehl Rd.	36	7,772	\$ 124.35
Bluestone Dr	Pralle Ln.	Hemsath Rd.	34	2,950	\$ 47.20
Portwest Dr	Hwy 94	Bluestone Dr.	62	358	\$ 5.73
Hemsath Rd	Bluestone	Arena Pkwy	36	5,290	\$ 84.64
Yale Blvd.	Droste Rd.	Hunters Ridge	32	3,767	\$ 60.27
Hunters Ridge	Yale Blvd	Elm St.	36	3,118	\$ 49.89
Boones Lick Rd	East of Roundabout	N. 5 th St.	30	5,547	\$ 88.75
Randolph St.	N. 5 th St.	Concordia Ln.	35	5,828	\$ 93.25

	N. Duchesne Dr	N. 5 th	Elm St.	38	6,075	\$ 97.20
	Boschertown Rd	Little Hills Expwy	Hwy B.	45	9,611	\$ 153.78
	Fox Hill Rd.	Boschertown Rd.	N. Hwy 94	36	6,359	\$ 101.74
	Ameristar Blvd. & Bass Pro Dr.	S. Main St	STOP sign west of 5 th St	48	1,989	\$ 31.82
	2 nd St	Boones Lick Rd	Clark St.	26	4,340	\$ 69.44
	Jefferson St.	Kingshighway	N. 5 th St.	30	2,975	\$ 47.60
	Monroe St	Kingshighway	N. 5 th St.	30	2,472	\$ 39.55
	Hawthorn Ave.	Randolph St	Elm St	30	3,993	\$ 63.89
	Concordia Ln. & Homewood Ave	Randolph St	Elm St.	32	4,053	\$ 64.85
Total Monthly Sweeping Bid						\$ 3,060.71
Local Streets						
	Street	Width (ft)	Distance (ft)	Bid Price		
	All St. Charles Local Streets (Spring)	24-36	1,525,524	\$ 21,500.00		
	All St. Charles Local Streets (Fall)	24-36	1,525,524	\$ 21,500.00		
Total Citywide Sweeping Bid						\$ 43,000.00
Other						
	Description	Qty	Rate	Bid Price		
	Sweeping as Needed	1	Hourly	\$ 199.00		
Total Bid						\$ 177,637.60

Certificate Of Completion

Envelope Id: B82A47B4-388C-43ED-B469-AF7EB4B13D84

Status: Sent

Subject: Please DocuSign: Routing Packet - 0226PW - SCA of MO LLC - Street Sweeping Services_

Source Envelope:

Document Pages: 45

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

2/26/2026 9:54:26 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Signature

Timestamp

Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication (None)

Signed by:

Larry Perney
C2B12E8A758A480...

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Electronic Record and Signature Disclosure:

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Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS

Sent: 2/26/2026 10:14:11 AM

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Signed: 2/26/2026 10:16:24 AM

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Electronic Record and Signature Disclosure:

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Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

Paul Feldmann
CA2B397B773142A...

Sent: 2/26/2026 10:16:26 AM

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Signed: 2/26/2026 1:13:44 PM

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Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DS

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Not Offered via DocuSign

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


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

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 Signed: 2/26/2026 3:20:47 PM

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

DocuSigned by:

 C5FB3E8A40BE40D...
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 Signed: 2/26/2026 3:22:41 PM

Lawrence S. Dobrosky, Jr.
 lawrence.dobrosky@stcharlescitymo.gov
 Director of Administration
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Signed: 2/26/2026 3:54:47 PM

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

Sent: 2/26/2026 3:54:50 PM
 Viewed: 2/26/2026 3:55:23 PM

Daniel J. Borgmeyer
 dan.borgmeyer@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Hudson
 kimberly.hudson@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

COPIED

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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RCA FORM (OFFICE USE ONLY)

BILL NO. N/A

MEETING/DATE: 03/03/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): Otto, M. Hollander, Ratchford, West,
Mitchell, Foust, Gould, Galba, Haberstroh and
S. Hollander

Description:

A RESOLUTION OPPOSING THE APPROVAL OF A CONDITIONAL USE PERMIT APPLICATION SUBMITTED TO ST. CHARLES COUNTY FOR THE OPERATION OF A PRIVATE INDOOR ATHLETIC CLUB AT 2054 COUNTRY CLUB ROAD

Summary:

On February 18, 2026, the St. Charles County Planning and Zoning Commission voted to forward a negative recommendation to the St. Charles County Council regarding Application CUP25-13. The application is scheduled for consideration by the St. Charles County Council on March 9, 2026. The subject property is surrounded by established residentially zoned and developed properties, the majority of which are located within the City of Saint Charles. This presents issues with regard to land use compatibility and the potential impacts on City residents. Both the City and County planning departments have expressed concerns regarding the enforceability of the proposed conditions associated with the requested Conditional Use Permit. Additional issues include: potential increases in traffic, noise and lighting, as well as the likelihood of a higher-intensity use of the property, which could adversely affect surrounding residential properties. There are also long-term concerns related to the property's location adjacent to the City and its potential future annexation. In the event of annexation, the City could inherit the impacts of the approved use without having been the approving authority and would have no authority to enforce a County-issued conditional use permit, resulting in a non-conforming land use. This creates uncertainty regarding ongoing compliance, potential incremental expansion of the use over time, and the City's ability to ensure adherence to any imposed conditions. The attached Resolution communicates the City's position regarding County Application CUP25-13 for consideration by the St. Charles County Council.

RCA prepared by: KH for DM Dept. Dir. KH Finance Dir. N/A Dir. Of Admin _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh and Steve Hollander

A RESOLUTION OPPOSING THE APPROVAL OF A CONDITIONAL USE PERMIT APPLICATION SUBMITTED TO ST. CHARLES COUNTY FOR THE OPERATION OF A PRIVATE INDOOR ATHLETIC CLUB AT 2054 COUNTRY CLUB ROAD

- WHEREAS**, the City of St. Charles (the “City”) recognizes that the health, safety, and general welfare of its residents are of paramount concern to the Mayor and City Council; and
- WHEREAS**, Application CUP25-13 has been submitted to St. Charles County, Missouri (the “County”), requesting the approval of a conditional use permit for the operation of a private indoor athletic club at the property commonly known as 2054 Country Club Road (the “Subject Property”) within St. Charles County Zoning District R1E, Single Family Residential District; and
- WHEREAS**, the Subject Property is located adjacent to the City, bordered immediately to the north, west, and south by residentially zoned property within the City, and is further bordered entirely by residentially zoned property, including approximately 250 dwellings within 1,000 feet of the Subject Property; and
- WHEREAS**, the Subject Property, as contiguous, compact, and unincorporated land, is likely to be incorporated into, at a future date, the City, and the City Council is concerned about the long-term implications of approving the requested conditional use permit for the Subject Property; and
- WHEREAS**, in the event of annexation of the Subject Property, the City would inherit the impacts of the approved use without having been the approving authority and would have no authority to enforce a County-issued conditional use permit, which essentially would become a non-conforming land use; and
- WHEREAS**, due to the foregoing considerations, there is no assurance that current or future users of the Subject Property would operate in a manner consistent with any imposed conditions, and approval could allow for incremental expansion of the use over time, further complicating compliance and enforcement; and
- WHEREAS**, the City of St. Charles finds that the proposed conditional use permit for the Subject Property does not promote the health, safety, and general welfare of its residents and opposes Application CUP25-13; and
- WHEREAS**, on February 18, 2026, the St. Charles County Planning and Zoning Commission voted to forward a negative recommendation of the application and, pursuant to Section 405.510.A, the affirmative vote of five (5) County Council members is required to overturn the Commission’s decision.

Resolution No. _____

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

SECTION 1. The City Council of the City of St. Charles, Missouri is opposed to Application CUP25-13 and the issuance of the requested conditional use permit for the Subject Property.

SECTION 2. This Resolution shall serve as a written opposition by the City of St. Charles to Application CUP25-13.

SECTION 3. This Resolution shall become effective upon its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/27/2026
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

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

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

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

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>
You must answer the following questions.	
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

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

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and/or Fringe	Officer Overtime Cost	300	\$50.00	\$15,000.00	\$0.00	\$15,000.00
					\$15,000.00	\$0.00	\$15,000.00
Total Contract					\$15,000.00	\$0.00	\$15,000.00

ATTACHMENTS

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

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: 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:

PROBLEM IDENTIFICATION

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

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

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>
You must answer the following questions.	
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 usage while driving however, it is recommended that officers pull over to the shoulder of the roadway when possible. The department 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?	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

none

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	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
Total Contract					\$15,000.00	\$0.00	\$15,000.00

ATTACHMENTS

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. Qao Finance Dir. Qao Dir. of Admin. 2

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

SIGN



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
 - The total purchase price with fees for 2183 Muegge Road is \$783,000.00, of which \$324,747.51 has already been budgeted. The above \$458,252.49 is the difference needed to approve the purchase.



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. ✓

Bill No. 14060

Ordinance No. _____

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:

COMMUNITY DEVELOPMENT		
Animal Services		
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
Building Code and Code Enforcement		
Inspections:		
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
Miscellaneous:		
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

Underlined text is inserted. ~~Struck through text~~ is deleted.

Permits:		
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
Plan examinations:		
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
Subcontractors:		
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
Land Use - Planning and Related Permits		
Permits:		
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

Underlined text is inserted. ~~Struck through text~~ is deleted.

Land Use - Planning and Review Boards		
Board of Adjustment:		
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
HLPARB (Landmarks):		
Site plan review		\$200.00
Certificate of appropriateness, application for (exterior changes)		\$50.00
Planning and Zoning Commission:		
Conditional use, application for		\$300.00
Rezoning, application for		\$300.00
Site plan review		\$200.00
Board of Appeal:		
Review of building regulation/Code decision, application for		\$135.00
ENGINEERING/PUBLIC WORKS		
Excavation, Grading and Stormwater Control		
Improvement Plan Review:		
Improvement Plan Review		\$125.00
Permits and Inspections:		
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
Sanitary Sewer - Building and Connections		
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)
Sanitary Sewer Services - Rates		
Sewer service rates - customer classifications:		For 2026 only
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
Sanitary sewer tap-on fee - City resident rate:		
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
Sanitary sewer tap-on fee - County resident rate:		
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
Sanitary Sewer Services - Programs		
Sanitary sewer lateral repair fee:		
Imposed on all residential property	Annual fee	\$28.00
Wastewater Collection and Treatment		
Wastewater FOG discharge permit fee:	Annual	\$175.00
Violation – Failure to Install	Fee	\$750.00 (2 nd N.O.V.) \$1,000.00 (3 rd N.O.V.)
Violation – Failure to Repair	Fee	\$350.00 (2 nd N.O.V.) \$500.00 (3 rd N.O.V.)
Violation – Failure to Clean	Fee	\$350.00 (2 nd N.O.V.) \$1,000.00 (3 rd N.O.V.)
Violation – Failure to maintain records	Fee	\$50.00 (2 nd N.O.V.) \$250.00 (3 rd N.O.V.)
Violation – Disallow Inspection	Fee	\$75.00 (2 nd N.O.V.) \$150.00 (3 rd N.O.V.)
Violation – Failure to submit Application for Grease Interceptor Sizing Verification	Fee	\$50.00 (2 nd N.O.V.) \$200.00 (3 rd N.O.V.)
Water services - Construction, Repair, Etcetera		
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
Water Services - Rates and Other Charges		
Water service rates - customer classifications:		For 2026 only
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
Minimum water meter charge - City resident rate		
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
Minimum water meter charge - County resident rate		
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
Water tap-on fee - City resident rate		
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
Water tap-on fee - County resident rate		

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Water meter size:		
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
Water tap-on fee - other:		
Sprinkler system		50% increase in above rates
Tap reschedule fee		\$100.00
Water tap-on fee - customers with unmetered fire protection		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
Other Water Services Deposits and Charges		
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
FACILITIES - MUNICIPAL PARKING LOTS AND GARAGES		
Garage and EV Charging Stations		
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
Electric Vehicle (EV) Charging Stations:		
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.		
Transit System		
Transit system ridership fee* <u>* Rates reduced 50% for seniors 65+ and for the disabled</u>		\$5.00 \$2.00 per ride (one way) <u>\$40.00 per month (ride pass)</u>
FINANCE		
Alcohol Licenses General (annual, except as noted)		
Caterers		
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
Manufacturers		
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
Retailers		
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
Wholesalers		
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
Alcohol Licenses - Other (annual – additional to above)		
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		
General - Occupations, Business and the Like Licensing/Fees		
Business license fees		
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
Manufacturing/Corporations License 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
Retail License Fee		
Gross receipts less than \$20,000	Annual fee	\$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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Transportation-Related Business		
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
FIRE/EMS		
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
Other and Additional Services		
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
MUNICIPAL COURT		

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Court Costs		
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
Court Fines		
Parking violation - for which no other penalty is set forth		Not less than \$15.00, no more than \$200.00
Court Fines - Violations Bureau Fine List (assessed court costs included)		
Violations: Animal Nuisance Parking Traffic-related		Per Violations Bureau Fine List (effective 6/2/2021)
Reimbursements/Additional Costs of Court		
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
POLICE		
General Services		
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
Security Systems and Services		
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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SPECIAL EVENTS		
Events and Festivals		
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
Licenses and Permits		
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
Other Services		
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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RCA FORM (OFFICE USE ONLY)

Bill # 14061

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): B. Otto, M. Hollander, M. West, D. Mitchell, J. Foust, S. Hollander, Ratchford, B. Gould, M Galba, B. Haberstroh

Description:

MOU with Saint Charles County Ambulance District outlining our automatic aid response, and the transfer of emergency medical transport services entirely to SCCAD.

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

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

Summary:

Based on the recommendations for critical service delivery changes given to the Fire Department by Emergency Services Consulting International (ESCI), the City of Saint Charles Fire Department is entering into an MOU with Saint Charles County Ambulance District which outlines our automatic aid response and the transfer of emergency medical transport services entirely to SCCAD.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: N/A

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

Bill No. 14061

Ordinance No. _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI, ON BEHALF OF ITS FIRE DEPARTMENT, AND ST. CHARLES COUNTY AMBULANCE DISTRICT (“SCCAD”) TO ESTABLISH A COOPERATIVE FRAMEWORK FOR AUTOMATIC AID EMERGENCY MEDICAL SERVICES (“EMS”) RESPONSES AND FOR THE TRANSITION OF SOLE RESPONSIBILITY FOR EMS TRANSPORT SERVICES IN THE CITY TO SCCAD.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Memorandum of Understanding between the City of St. Charles, Missouri, on behalf of its Fire Department, and St. Charles County Ambulance District pertaining to the provision of emergency medical services, is approved. The Memorandum of Understanding shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Memorandum of Understanding and perform all acts necessary to carry out the intent of this ordinance.

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

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/2026
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



MEMORANDUM OF UNDERSTANDING

RECITALS

WHEREAS, the St. Charles County Ambulance District (“SCCAD”) is a political subdivision organized under Chapter 190, RSMo, and is authorized to provide emergency medical services and patient transport within all of St. Charles County; and

WHEREAS, the City of St. Charles, Missouri (“City”) is a municipality and political subdivision of the State of Missouri and constitutional Home Rule Charter city organized under its Home Rule Charter; and

WHEREAS, the St. Charles Fire Department (“SCFD”), is a department of the City that currently provides fire suppression, rescue, and emergency medical services within the City; and

WHEREAS, both SCCAD and City share a mutual commitment to ensuring the highest level of emergency medical care and rapid response to the residents and visitors of the City; and

WHEREAS, the parties desire to establish a cooperative framework for Automatic-Aid Emergency Medical Services (EMS) responses and to ensure a planned and orderly transition in which City will decommission its ambulances and SCCAD will assume sole responsibility for EMS transport services in the City; and

WHEREAS, the parties further desire to outline their respective roles, responsibilities, and mutual commitments during the transition period and thereafter, in accordance with the principles of fairness, efficiency, and public safety.

NOW, THEREFORE, Pursuant to the joint powers authorization of Chapter 70 of the Revised Statutes of Missouri and in consideration of the mutual covenants and promises set forth herein, SCCAD and City, each a “Party” and jointly “Parties,” enter into this Memorandum of Understanding (“MOU”) and agree as follows:

1. **PURPOSE AND GOALS.** Currently, City provides primary EMS and patient transport throughout its incorporated areas, but the Parties have agreed that SCCAD will take responsibility for patient transport throughout the City of St. Charles after the transition outlined by this Memorandum of Understanding (MOU). The purpose of this MOU is to establish a cooperative framework in which SCCAD and City provide Automatic-Aid EMS responses to incidents in the City, to a goal of rapid emergency medical care to the public. By working together, SCCAD and City can achieve an integrated and cohesive approach to EMS, ultimately benefiting the residents of the City. Further, using a systematic approach as outlined in Section 4 herein, City will decommission all three (3) of its ambulances on or

before January 1, 2029. As City decommissions its ambulances, SCCAD shall introduce additional ambulances to manage call volume and provide an adequate transition of services.

2. **FINAL OBJECTIVE.** SCCAD will become the sole EMS transport agency within the City while City will transition out of such EMS transport services on or before January 1, 2029.
3. **DEFINITIONS**
 - a. Automatic-Aid: The pre-arranged, automatic dispatch by St. Charles County Emergency Communications of the closest appropriate EMS resource from either agency to certain incident types, without a formal request during the incident.
 - b. Closest transporting unit: The transporting unit with the shortest estimated travel time to the incident.
 - c. Emergency Response Division (ERD): a division of SCCAD employees who are classified as full-time, non-exempt bargaining unit (IAFF) employees who are assigned to a 48/96 schedule. The ERD's primary responsibility is responding to emergency calls for service.
 - d. Joint Deployment Committee (JDC): Comprised of three (3) members from SCCAD and three (3) members from City. The Committee shall work collaboratively to address future resource allocation needs and further matters as designated in this MOU for consideration by the JDC.
 - e. Outer Service Boundary: The outer geographic boundary of the City.
 - f. Service Area: The incorporated City of St. Charles and the non-contiguous areas of unincorporated St. Charles County that are completely surrounded by incorporated St. Charles City, also known as "donut holes."
4. **SCOPE (Decommission and Transition Plan).** By the end of the Transition Period, as defined below, the following will occur:
 - a. SCCAD and City agree to respond to emergency calls within the designed Automatic-Aid zones as agreed upon by the JDC and St. Charles County Emergency Communications.
 - b. SCCAD will provide EMS response and transport.
 - c. City intends to provide an ALS Fire Apparatus in current Station 6 in the Muegge Road corridor to reduce unintended response time delays for ALS care in that area.
 - d. **Transition Period.** During the Transition Period, City will incrementally remove SCFD ambulances, while SCCAD will introduce ambulances using a two-phase approach; SCCAD will use best efforts to satisfy all conditions necessary for the timely introduction and operation of ambulances under each phase:
 - i. **PHASE 1** shall be completed on or before September 30, 2026, provided that SCCAD is able to satisfy the conditions set forth in Section 13, Grace Period and Conditions, herein. If SCCAD is unable to satisfy the conditions set forth in

Section 13 on or before September 30, 2026, it shall use best efforts to satisfy such conditions as soon as reasonably possible thereafter. The parties agree to the following actions upon satisfaction of those conditions:

1. SCCAD will place two additional ERD Life Support Vehicle (LSV) into service in the City, locating one at 835 Friedens Road and the other at 2190 Elm Street.
 2. After SCCAD places two additional ERD LSVs into service, City will decommission units 9467 and 9417 and utilize only one in-service ambulance, which will be 9457, to remain located at the Pundmann Parkway Base.
 3. Following the decommission of units 9467 and 9417, City intends to place one (1) additional ALS equipped fire apparatus into service in the Muegge Road corridor.
- ii. **PHASE 2** is to be completed on or before December 31, 2028, provided that SCCAD is able to satisfy the conditions set forth in Section 13, Grace Period and Conditions, herein. If SCCAD is unable to satisfy the conditions set forth in Section 13 on or before December 31, 2028, it shall use best efforts to satisfy such conditions as soon as reasonably possible thereafter. The parties agree to the following actions upon satisfaction of these conditions:
1. Once units 9467 and 9417 are decommissioned by City, dispatch protocols will be amended by the JDC to eliminate the Service Area Boundary as a response consideration so that the non-contiguous areas of unincorporated St. Charles County that are completely surrounded by incorporated St. Charles City, also known as “donut holes,” will receive service from the closest transport ambulance (SCCAD or SCFD).
 2. SCCAD will place one additional ERD LSV into service, strategically located as determined by SCCAD to serve the residents of the City.
 3. After SCCAD has placed the additional ERD LSV into service, City will decommission unit 9457 and transition its state licensure from ground ambulance to Emergency Medical Response Agency (EMRA).

5. **FIELD OPERATIONS**

- a. During and after the Transition Period, Operational Equipment, such as but not limited to all-terrain vehicles and Basic Life Support (BLS) supplies, may be shared at the sole discretion of the party that owns such Operational Equipment without cost to the other party when operationally desirable.
- b. During and after the Transition Period, Significant Incidents, defined by the National Incident Management System/Incident Command System (NIMS/ICS), shall involve unified command in accordance with NIMS/ICS principles.

6. CLINICAL OPERATIONS

- a. Patient care for each organization will follow each Party's respective Medical Directors' Clinical Practice Guidelines, Training Regimens, and Quality Practices.
- b. The first arriving unit will initiate care; upon SCCAD arrival, all transport decisions and clinical care will be made or directed by SCCAD personnel.

7. **TRAINING COORDINATION.** SCCAD and City agree to provide timely and sufficient notification of planned training simulations or meetings that may have an impact on these operations.

8. **MOBILE INTEGRATED HEALTHCARE (MIH).** Both agencies agree to collaborate on all applicable MIH programs.

9. **SPECIAL ASSIGNMENTS.** City will maintain staffing of what is commonly known as special assignments at events, such as but not limited to festivals, sporting events, and fundraisers in the City of St. Charles. At City request, SCCAD may provide support at Special Assignments.

10. **TRAINING.** SCCAD and City will consider maintaining a cohesive training model that will support an advanced delivery of care within the City of St. Charles. SCCAD and City will strive to improve patient care and outcomes through the service delivery model.

11. **QUALITY IMPROVEMENT.** To the extent permitted by and in full compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), SCCAD and City will share relevant call information for incidents in which SCCAD and City are involved in patient care with the goal of quality improvement.

12. **COSTS.** SCCAD and City shall bear their own operational costs for services provided.

13. GRACE PERIOD AND CONDITIONS.

- a. An express condition for SCCAD's performance under Phase 1 of the Decommission and Transition Plan is that SCCAD, using best efforts, is able to hire eighteen (18) paramedics deemed qualified by SCCAD on or before September 30, 2026.
- b. The express conditions for SCCAD's performance under Phase 2 is that SCCAD, using best efforts, is able to (a) acquire a property and station deemed appropriate by SCCAD, (b) acquire an additional ERD LSV deemed appropriate by SCCAD, and (c) hire six (6) additional paramedics deemed qualified by SCCAD, all on or before December 31, 2028.
- c. In the event any or all of these conditions are not met by the specified dates, the JDC shall convene to determine the best course of action, which may include, but is not

limited to, modifying the phase timeline, altering the express conditions for performance under this MOU, or other agreed upon actions working collectively.

- d. In the event SCCAD or City is unable to comply in whole or in part with any of the terms and conditions of this MOU due to (1) temporary, unforeseen, or unanticipated circumstances or conditions, (2) acts of god, (3) other reasons beyond the reasonable control of the party unable to comply, or (4) failure of the express conditions set forth in this section, SCCAD or City shall notify the other agency in writing as soon as possible. The party unable to comply shall not be deemed in breach of this MOU and shall be granted a grace period of up to six (6) months (the "Grace Period"), or such longer period as the JDC may approve, to correct or mitigate the issue. Such party shall use best efforts to correct or mitigate the issue as soon as reasonably possible.
- e. If the party unable to comply is unable to correct or mitigate the issue at the conclusion of the Grace Period, the JDC shall convene to determine an appropriate resolution. In the event the JDC is unable to reach a mutually acceptable solution within a reasonable period of time, the matter shall be subject to the Mediation and Arbitration provisions set forth in Section 14 below. During the Grace Period, both agencies will work cooperatively to maintain emergency response coverage to the greatest extent possible.
- f. Any amended course of action taken under this Section shall be made expressly in writing and executed by authorized representatives of both Parties.

14. **DISPUTE RESOLUTION.** All disputes that cannot be resolved by the JDC or as to which the JDC may be deadlocked shall be resolved by the Parties through the following dispute resolution process:

- a. The first level of dispute resolution will be between the City Fire Chief and SCCAD Chief to be held within five (5) business days of written notice of dispute.
- b. The second level of dispute resolution will be between the City Director of Administration and the Chairman of the SCCAD Board of Directors to be held within ten (10) days after the City Fire Chief and SCCAD Chief meet and fail to come to a resolution.
- c. The third level of dispute resolution will be nonbinding mediation to be held within forty-five (45) days after the City Director of Administration and the Chairman of the SCCAD Board of Directors meet and fail to come to a resolution.
 - i. Subject to Section 14.c.ii, the mediation shall be administered by United States Arbitration & Mediation (USAM) at their offices, currently located at 500 N. Broadway, Suite 1800, St. Louis, MO 63102, or through another mutually agreed mediation provider and location. The mediation shall be conducted in accordance with the procedures of USAM, unless another mutually agreed mediation provider is selected. The Parties shall use commercially reasonable efforts to resolve the Dispute in the mediation. The parties agree to share equally in the costs of the

mediation. Each party shall bear its own attorney's fees and costs related to the mediation process.

- d. If the dispute is not resolved through mediation, the matter shall then be submitted to binding arbitration administered by USAM in accordance with its standard Rules of Arbitration then in effect. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, or if no agreement is reached, appointed by USAM. The arbitrator's decision shall be final and binding on both parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- e. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the award, the other party shall be entitled to recover all reasonable costs of enforcement, including attorney's fees, incurred in compelling arbitration or enforcing the award.
 - i. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, shall be confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

15. MISCELLANEOUS.

- a. This MOU constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.
- b. This MOU may be amended or modified only by a written instrument executed by authorized representatives of both Parties.
- c. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- d. This MOU shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws provisions.
- e. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Signatures transmitted electronically (including by PDF or similar format) shall be deemed original signatures for all purposes.

- 16. AUTHORIZATION.** Concurrently with execution of this MOU each party shall deliver to the other a certified copy of legislation authorizing the execution of this MOU by that party.

17. **THIRD PARTY BENEFICIARY.** There is no third-party beneficiary to this MOU.
18. **COMPLIANCE WITH LAW.** Parties shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the activities carried out under this MOU.
19. **ENTIRE AGREEMENT.** This MOU constitutes the entire understanding and agreement of the parties hereto. All amendments or modifications shall be mutually agreed to in writing by the respective parties.
20. **HEADINGS.** The headings in this MOU are for reference only and do not affect the interpretation of this MOU.
21. **NOTICE.** Any notice or other communication required or permitted under this MOU shall be in writing and shall be deemed to have been given if and when received if personally delivered; on the first business day after being deposited with a nationally recognized overnight courier service (such as Federal Express, UPS), prepaid, specifying next-day delivery, and addressed to the party at its address set forth below; or on the second business day after being deposited in the United States registered or certified mail, postage prepaid, and addressed to the party at its address set forth below, or to such other address as the party to receive such notice may have designated to the other party by notice in accordance herewith, with a copy sent via email to the email addresses specified below:

If to SCCAD St. Charles County Ambulance District
 2000 Salt River Rd
 St. Peters, MO 63376
 Attn: Chief Skip Stephens
 Attn: Board Chair

with a copy to: Mike Kaemmerer
 McCarthy, Leonard & Kaemmerer
 825 Maryville Centre Drive, Suite 300
 St. Louis, MO 63017

If to City City of St. Charles
 200 N. Second Street
 St. Charles, MO. 63301
 Attn: Director of Administration
 lawrence.dobrosky@stcharlescitemo.gov

with a copy to: City Attorney
City of St. Charles
200 N. Second Street
St. Charles, MO. 63301
holly.magdziarz@stcharlescitymo.gov

22. RELATIONSHIP OF THE PARTIES.

- a. Each Party is an independent political subdivision. Nothing contained in this MOU shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party, by virtue of this MOU, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party.
- b. Any Persons employed or engaged by a Party in connection with the MOU shall be that Party's employees or contractors. Each Party assumes responsibility for the actions of its employees and contractors under this MOU and will be solely responsible for their supervision, daily direction, and control, wage rates, withholding income taxes, providing unemployment and disability benefits, and the manner and means through which the work under this MOU will be accomplished.

23. **TIME OF THE ESSENCE.** Time is of the essence in the performance of services under this MOU.

24. **TERMINATION.** Notwithstanding other terms to the contrary, the obligation of either Party under this MOU shall cease immediately for a fiscal year in which that Party does not, for any reason, appropriate funds for this MOU.

25. **WAIVER.** No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this MOU shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this MOU shall be construed, interpreted or deemed to constitute a waiver of the City's or SCCAD's Sovereign Immunity, or the Official Immunity or Qualified Immunity of any elected or appointed official, agent, employee or representative of the City or SCCAD, or a waiver of the Public Duty Doctrine.

SUPPLEMENTAL RCA

RCA FORM (OFFICE USE ONLY)

Bill # 14062

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Case No. Z-2026-01. (Boone's Lick Development LLC) An application to rezone approximately 3.00 acre tract of land, which include three (3) parcels, two (2) from "R-1E/EHP" and one (1) from "C-1/EHP" to "C-2/EHP" for a proposed Motor Court Use (19 total units). The property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application has been withdrawn by the applicant.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: MPB Dept. Dir. [Signature] Finance Dir. N/A Dir. of Admin. 9

RCA FORM (OFFICE USE ONLY)

Bill # 14062

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Mark Hollander

Description:

Case No. Z-2026-01. (Boone's Lick Development LLC) An application to rezone approximately 3.00 acre tract of land, which include three (3) parcels, two (2) from "R-1E/EHP" and one (1) from "C-1/EHP" to "C-2/EHP" for a proposed Motor Court Use (19 total units). The property is located in Ward 2.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received a rezoning application from Boone's Lick Development LLC to rezone three (3) parcels within the Extended Historic Preservation District. Two (2) parcels, generally located at the northwest corner of Allen Avenue and Sandra Avenue, are currently zoned R-1E/EHP Single-Family Residential within the Extended Historic Preservation District, and one (1) parcel, generally located northwest of the intersection of Reservoir Avenue and Allen Avenue, is currently zoned C-1/EHP Neighborhood Business District within the Extended Historic Preservation District. The applicant is requesting that all three (3) parcels be rezoned to C-2/EHP General Business District within the Extended Historic Preservation District for the purpose of developing a 19 unit Motor Court use on the subject parcels.

The Planning and Zoning Commission considered this item at their February 9, 2026 meeting where the applicant spoke. There were eight (8) public speakers in opposition with concerns related to traffic, the impact of the use on a residential area, and potential future uses of the C-2 district. The Commission forwarded a recommendation for denial to the City Council (0 in favor, 8 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #6

**STAFF REPORT
REZONING CASE NO. Z-2026-01
LOTS 4 & 7 OF THE HALLS SUBDIVISION**

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT/OWNER: Boone’s Lick Development LLC
1122 Greystone Manor Parkway
Chesterfield, MO 63005

ADDRESS/LOCATION: Lots 4 & 7 of the Halls Subdivision
Ward 2

LOT SIZE: 3.00 acres (more or less)

EXISTING ZONING: Two (2) Parcels: R-1E/EHP Single-Family Residential District within the Extended Historic Preservation

One (1) Parcel: C-1/EHP Neighborhood Business District within the Extended Historic Preservation District

REQUESTED ZONING: C-2/EHP General Business District within the Extended Historic Preservation District

SURROUNDING ZONING:

Direction	Zoning	Use
North	C-2	Vacant
South	R-1E	Single-Family Residence
East	C-1	Restaurant
West	C-2/EHP	Single-Family Residence

SUMMARY/ANALYSIS

The City has received a rezoning application from Boone’s Lick Development LLC to rezone three (3) parcels within the Extended Historic Preservation District. Two (2) parcels, generally located at the northwest corner of Allen Avenue and Sandra Avenue, are currently zoned R-1E/EHP Single-Family Residential within the Extended Historic Preservation District, and one (1) parcel, generally located northwest of the intersection of Reservoir Avenue and Allen Avenue, is currently zoned C-1/EHP Neighborhood Business District within the Extended Historic Preservation District. The applicant is requesting that all three (3) parcels be rezoned to C-2/EHP General Business District within the Extended Historic Preservation District for the purpose of developing

a 19 unit Motor Court use on the subject parcels. The subject parcels are vacant and are a total of 3.00 acres (more or less) in size. The requested C-2 zoning district includes motor courts as a permitted use, where the R-1E and C-1 zoning districts do not.



Figure 1: Aerial Photo of the Subject Property.

A Motor Court is a lodging accommodation specifically identified in the City Code alongside hotels and motels. It is a type of lodging that features individual units with entrances that face a parking area. This is a similar use to a motel; however, a motor court typically consists of individual buildings or small groupings of buildings rather than a single structure. In this case, the developer is proposing five (5) groupings of attached townhomes with 19 units in total to be rented for short term stays. Because the proposed development is more than five units and is located on property zoned for commercial use, it would not be considered a short term rental, which by definition is less than five units. Therefore, this proposal has been categorized under the hotel, motel, and motor court use classification. Through a review of the City Code, staff determined that this proposal most closely aligns with this specific lodging classification.



Figure 2: Rendering of proposed motor court structures.

Because this property is located within the Extended Historic Preservation District, a review of a Site Plan for new development/construction falls under the purview of the Landmarks Board and not the Planning and Zoning Commission. This item is slated for Site Plan review at Landmarks February 23, 2026 meeting. The site plan has been included as an attachment for reference.



Figure 3: Aerial rendering of proposed motor court development.

Area Land Uses

Figure 4, below, illustrates the surrounding zoning of the subject parcel. The C-2 zoning district is assigned to the parcels located directly to the north and northwest with the R-1E district located to the south and east. South of Tompkins Street, the 5th Street corridor is almost entirely commercial uses with C-2 zoning.

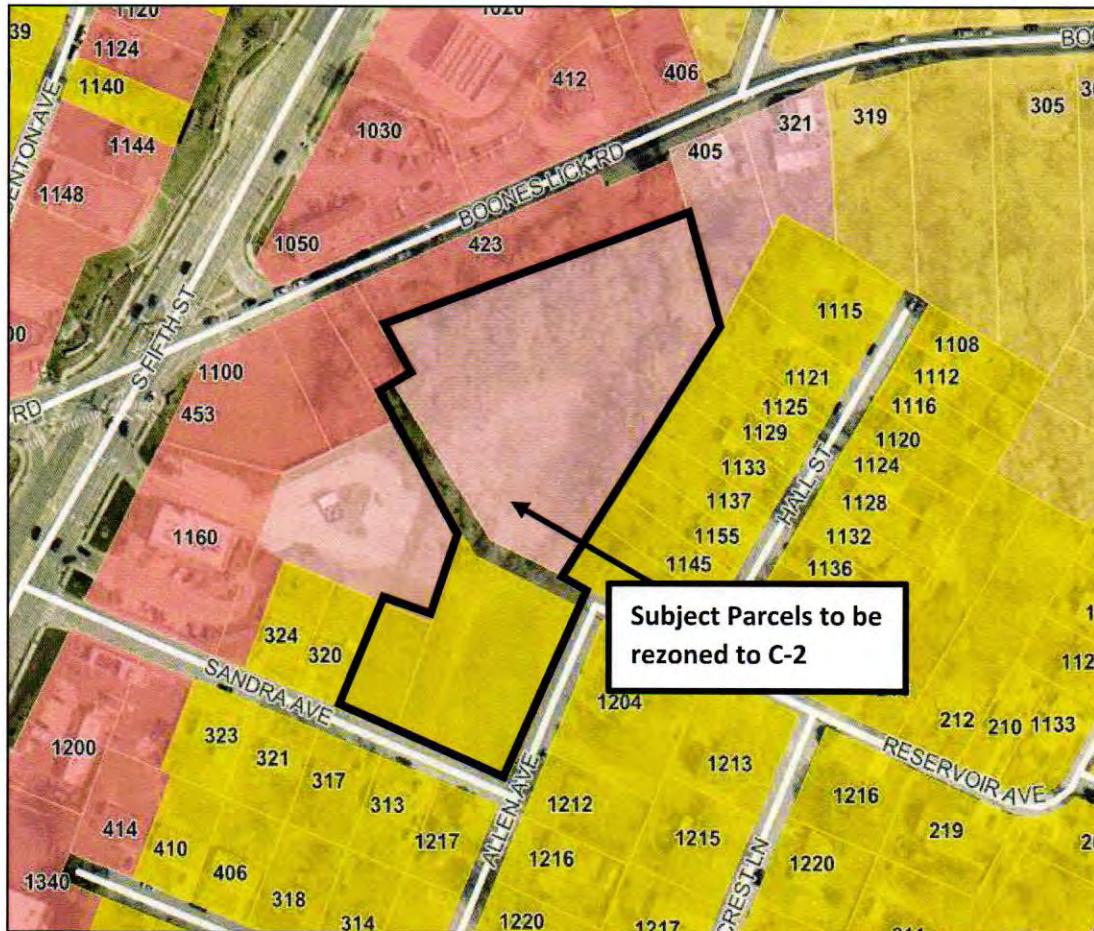


Figure 4: Area zoning and subject parcels for proposed rezoning.

Although the proposed rezoning is adjacent to an established residential district, the requested commercial zoning is consistent with the surrounding land use pattern. Additionally, the low intensity of the proposed motor court with short term stays would serve as a transitional use between the commercial and residential districts.

C-2 Land Uses

Despite this approval being specific to the motor court use, all uses of the C-2 zoning district would be applicable at this location if these rezonings were to be approved. This includes uses that are already permitted within the C-1 Neighborhood Commercial district, as well as additional uses allowed under C-2. The uses specific to the C-2 district are listed in the chart, below and on page 5 (proposed land use is highlighted for convenience).

Permitted Uses	Conditional Uses
Ambulance services, public or private	Indoor firearm ranges.
Amusement places, including dance halls and similar activities	Motor vehicle sales and rentals, new and used and temporary motor vehicle storage
Archery ranges	Microbreweries, brew pubs, craft distilleries, bars and wineries
Building contractor establishment	Shipping container structures.
One (1) dwelling unit is permitted above the first floor	Secondhand sales
Dry cleaning or laundry establishment	Taxicab stations and stands
Equipment rental and leasing services, including lawn mower, yard and garden equipment, trailers (not mobile homes) and other such items	Taxidermy
Exterminators	
Hotels, motels or motor court/lodges, bed-and-breakfast establishments and inns	
Meeting facility	
Motor Vehicle Repair	
Plumbing, heating and air-conditioning shop, upholstery shop (not involving furniture manufacture), appliance repairs and general service and repair establishments similar in character to those listed in this item.	
Recreational uses, outdoor	
Schools for industrial training, trade or business.	

Table 1: C-2 Zoning District Uses (highlighted is the intended land use)

It is Staff opinion that of the 21 uses listed in the table above, most would not have a negative impact on the established residential area to the east and south, while others would be limited/constrained by C-2 and other City Design Standards, limiting possible negative impacts.

Many of the more intense uses of the C-2 district, such as vehicle sales, indoor firearm ranges, and liquor establishments, would not be permitted by right and would instead require conditional use review prior to approval. This additional review would allow the City and residents to evaluate the use on a case-by-case basis to determine the appropriateness. As indicated earlier, design standards are in place to protect neighboring residential properties from potential adverse impact of the more intense by right uses. These standards include protective landscaped screening, greater building setbacks, and outdoor storage restrictions which are subject to additional Site Plan review by the City. Specifically, the following design standards must be met when a site adjoins a residential property:

- A landscaped greenbelt at least twenty (20) feet planted with trees and shrubs.
 - In addition to either a visual screen with a minimum height of six (6) feet in height or a masonry wall/wood fence of at least six (6) feet in height
- A twenty (20) foot rear yard building setback
- A twenty (20) side yard building setback
- All storage must be located within a completely enclosed building unless appropriately screened from the street with a wall or fence

That being said, the requested C-2/EHP zoning, including the proposed motor court, is consistent with the character of the district and are appropriate with the surrounding area/development patterns. Many of the remaining uses permitted within the district should also be appropriate, especially with the applicable special review processes and design standards of the C-2 District as pointed out above.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located in-between Activity Center #6 (Historic Downtown) and Activity Center #7 (I-70/5th Street Interchange). These Activity Centers are intended to support a mixed-use urban environment, with a broad spectrum of residential and commercial uses. The purpose of these Activity Centers is to foster a vibrant downtown area that serves as a central hub for the community while also a gateway into the downtown area via this intersection/corridor.

The proposed rezoning to C-2/EHP aligns with the Activity Center objectives by permitting a mix of uses, such as the proposed commercial motor court and other permitted uses in the C-2 zoning, and providing a transitional buffer between 5th Street and the Residential district to the west via

required design standards. Additionally, C-2 zoning is already present directly to the west, and extends along the corridor along 5th Street, establishing consistency with the existing zoning pattern.

Furthermore, the proposed C-2 zoning district is also compatible with the goal of the Historic Downtown Sub-District to allow for “infill in areas outside of the Sub-District’s main corridors, incorporating an appropriate mix of uses and respecting the historic character”.

After review, The Department of Community Development finds that the proposed rezoning is consistent with the adopted Comprehensive Plan.

STAFF RECOMMENDATION

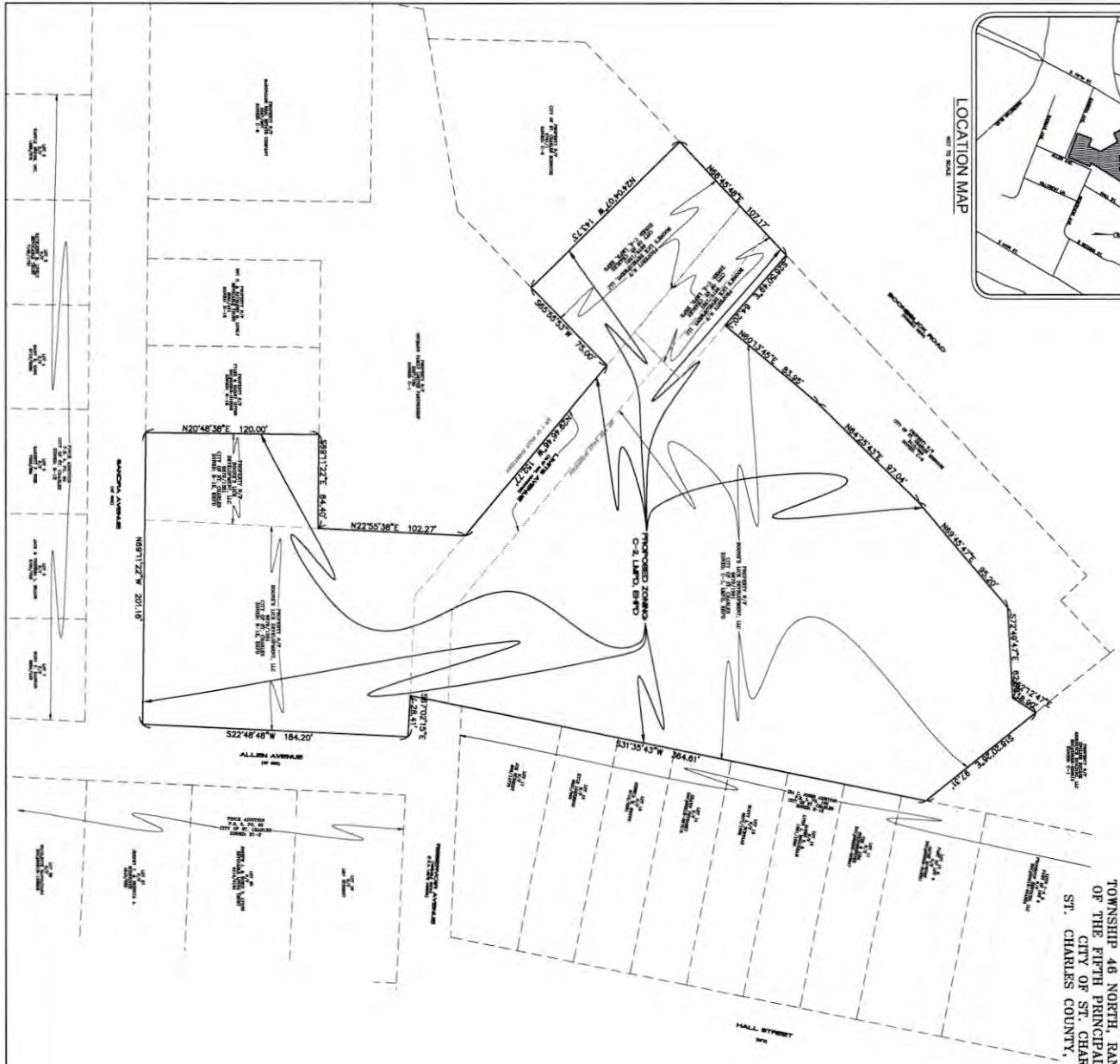
After review of the rezoning request, potential land uses within the City’s Zoning Ordinance and area development patterns, staff believes the requested rezoning justified. The Department of Community Development recommends the rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motion:

Motion to forward application Z-2026-01, to the City Council with a favorable recommendation as submitted.



A REZONING EXHIBIT FOR
BOONE'S LICK
STORY TERM STAY
 FIVE TRACTS OF LAND BEING PART OF LOT 4 & LOT 7 OF
 "HALLS SUBDIVISION"
 PLAT BOOK 3, PAGE 337
 TOWNSHIP 46 NORTH, RANGE 6 EAST
 OF THE FIFTH PRINCIPAL MERIDIAN
 CITY OF ST. CHARLES,
 ST. CHARLES COUNTY, MISSOURI



LAND DESCRIPTION:
 The five tracts of land being part of Lot 4 and Lot 7 of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri, are described as follows:
 Tract 1: A certain lot of land, to-wit: Lot 4, of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri, containing 0.125 acres, more or less, bounded on the north by the north line of the said Lot 4, on the east by the east line of the said Lot 4, on the south by the south line of the said Lot 4, and on the west by the west line of the said Lot 4.
 Tract 2: A certain lot of land, to-wit: Lot 7, of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri, containing 0.125 acres, more or less, bounded on the north by the north line of the said Lot 7, on the east by the east line of the said Lot 7, on the south by the south line of the said Lot 7, and on the west by the west line of the said Lot 7.
 Tract 3: A certain lot of land, to-wit: Lot 4, of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri, containing 0.125 acres, more or less, bounded on the north by the north line of the said Lot 4, on the east by the east line of the said Lot 4, on the south by the south line of the said Lot 4, and on the west by the west line of the said Lot 4.
 Tract 4: A certain lot of land, to-wit: Lot 7, of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri, containing 0.125 acres, more or less, bounded on the north by the north line of the said Lot 7, on the east by the east line of the said Lot 7, on the south by the south line of the said Lot 7, and on the west by the west line of the said Lot 7.
 Tract 5: A certain lot of land, to-wit: Lot 4, of "Halls Subdivision", Plats Book 3, Page 337, Township 46 North, Range 6 East, of the Fifth Principal Meridian, City of St. Charles, St. Charles County, Missouri, containing 0.125 acres, more or less, bounded on the north by the north line of the said Lot 4, on the east by the east line of the said Lot 4, on the south by the south line of the said Lot 4, and on the west by the west line of the said Lot 4.

PREPARED FOR: BOONE'S LICK DEVELOPMENT, LLC
 112 BERRY STREET, CHESTERFIELD, MO 63005

DATE: 01/17/2018
 DRAWN BY: JESSICA L. LINDSEY
 CHECKED BY: JESSICA L. LINDSEY
 SCALE: AS SHOWN
 SHEET: 1 OF 1

REZONING EXHIBIT

PREPARED FOR: BOONE'S LICK DEVELOPMENT, LLC
 112 BERRY STREET, CHESTERFIELD, MO 63005

DATE: 01/17/2018
 DRAWN BY: JESSICA L. LINDSEY
 CHECKED BY: JESSICA L. LINDSEY
 SCALE: AS SHOWN
 SHEET: 1 OF 1











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Land Description

3.146 Acres

January 12, 2026

Bax Project No. 16-16858B

JLH

Five tracts of land being part of Lot 4 and Lot 7 of "Halls Subdivision", a subdivision according to the plat thereof recorded in Deed Book 3 Page 337 of the St. Charles County Records, within township 46 north, range 5 east of the fifth principal meridian, city of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of Lot 7 of "Finck Addition", a subdivision according to the plat thereof recorded in Plat Book 5, Page 60 of the St. Charles County Records; thence leaving the said Northeast corner of Lot 7 of "Finck Addition", North 22 degrees 48 minutes 48 seconds East 40.02 feet to a point on the North right-of-way line of Sandra Avenue, 40 feet wide, said point being the Actual Point of Beginning of the tract of land herein described; thence along the said North right-of-way line of Sandra Avenue, North 69 degrees 11 minutes 22 seconds West 201.16 feet to a point on the East line of property conveyed to Tyler and Hailey Upton by deed recorded as Document Number 2025R-012559 of said Records; thence along the said East line of the Upton property, North 20 degrees 48 minutes 38 seconds East 120.00 feet to a point on the South line of property conveyed to the Ostmann Family Limited Partnership by deed recorded in Book 2637 Page 780 of said Records; thence along the said South line of the Ostmann Family Limited Partnership property and continuing along the East, Northeast and Northwest line of said Ostmann Family Limited Partnership property, the following courses and distances, South 69 degrees 11 minutes 22 seconds East 64.40 feet; North 22 degrees 55 minutes 38 seconds East 102.27 feet; North 29 degrees 46 minutes 46 seconds West 152.77 feet; and South 65 degrees 55 minutes 53 seconds West 75.00 feet to a point on the Northeast line of property conveyed to the City of St. Charles Missouri by deed recorded in Book 5791 Page 1 of said Records; thence along the said Northeast line of the City of St. Charles Missouri property, North 24 degrees 04 minutes 07 seconds West 143.73 feet to a point on the Southeast right-of-way line of Booneslick Road, variable width; thence along the said Southeast right-of-way line of Booneslick Road, North 66 degrees 45 minutes 48 seconds East 107.17 feet to a point on the West line of property conveyed to the City of St. Charles, Missouri by deed recorded in Book 3416 Page 699 of said Records; thence along the said West line of the City of St. Charles, Missouri and continuing along the Southeast line of the City of St. Charles, Missouri property, the following courses and distances, South 28 degrees 50 minutes 49 seconds East 64.20 feet; North 60 degrees 13 minutes 45 seconds East 83.95 feet; North 64 degrees 25 minutes 43 seconds East 97.04 feet; North 69 degrees 45 minutes 47 seconds East 95.20 feet; South 72 degrees 49 minutes 47 seconds East 62.68 feet; and North 52 degrees 12 minutes 47 seconds East 18.90 feet to a point on the West line of property conveyed to the English Square Residence Building, LLC property by deed recorded as Document Number 2023R-036213 of said Records; thence along the said West line of the English Square Residence Building, LLC property, South 18 degrees 20 minutes 26 seconds East 97.31 feet to a point on the Southeast line of the "Ira C. Jones Addition", a subdivision according to the plat thereof recorded in Plat Book 3, Page 106 of said Records; thence along the said Southeast line of the "Ira C. Jones Addition", South 31 degrees 35 minutes 43 seconds West 364.61 feet to a point on the South right-of-way line of Reservoir Avenue, variable width;

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St. Charles, MO 63301
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Page 2 of 2

thence along the said South right-of-way line of Reservoir Avenue, South 67 degrees 02 minutes 15 seconds East 28.41 feet to a point on the West right-of-way line of Allen Avenue, 40 feet wide; thence along the said West right-of-way line of Allen Avenue, South 22 degrees 48 minutes 48 seconds West 184.20 feet to the Point of Beginning, containing 3.146 acres.

January 12, 2026

City of St. Charles
Planning and Zoning
200 N. Second Street, Suite 303
St. Charles, MO 63303

Greetings:

I am writing on behalf of the development team for Boone's Lick Development, located at Sandra Drive near Fifth Street. We are excited about our proposal to bring a variety of upscale short term leased units to the City of St. Charles. The development will consist of a variety of townhome type units marketed toward professionals and tourists to the City of St. Charles. Proximity to shopping, convention center and Historic Main Steet make it attractive for visitors to the City.

The development will consist of a variety of 1, 2 and 3 bedroom units. Each will have a small living area and bedrooms. The overall site will consist of 5 buildings with a historic appearance. The site will be served by a private drive with gate. Amenities include a picnic table with BBQ pits and pickleball court for recreation.

Sincerely,

Boone's Lick Development Team

Date: Sun, Feb 8, 2026 at 8:05 PM

Subject: Case # Z - 2026 - 1 Boone's Slick Development, LLC

To: <Lara.berry@stcharlescity.mo.gov>

Ms Berry (Planning and Zoning Com)

I'd like to express my complete disapproval of the once again submitted "project - Motor Court Use / Motel " that out of area interests combined with local financially aligned interests are attempting to rezone in an established historic district ..

This type of business in St Charles City will draw more 'elements' associated with drugs, stealing, prostitution, family disputes and other vices and issues that St Charles City does not need more of .. !!!

It taxes our resources financially, disrupts organization , safety and will cause further traffic issues in the already congested area..

The area is also home to plenty of other types of motels, hotels and 'short term housing ' currently ..

I reside in St Charles City and own the property at 1129 Hall Street that directly borders this property and will drastically affect my property value with this type of business .. It was zoned as it is for a reason ..

Respectfully request this rezoning Proposal (Z 2026- 1) be DENIED ..
Please forward to your Board ...

Sincerely,
James/Lynn Brougham
314 651 9391

Sponsor: Mark Hollander

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “C-2/EHP” GENERAL BUSINESS DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT AN APPROXIMATE THREE (3) ACRE (MORE OR LESS) TRACT OF LAND WHICH INCLUDES THREE (3) PARCELS OF WHICH: TWO (2) PARCELS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF ALLEN AVENUE AND SANDRA AVENUE, ARE REZONED FROM ST. CHARLES CITY ZONING DISTRICT “R-1E/EHP” SINGLE-FAMILY RESIDENTIAL DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT; AND, ONE (1) PARCEL GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF RESERVOIR AVENUE AND ALLEN AVENUE, IS REZONED FROM ST. CHARLES CITY ZONING DISTRICT “C-1/EHP” NEIGHBORHOOD BUSINESS DISTRICT WITHIN THE EXTENDED HISTORIC PRESERVATION DISTRICT.

Whereas, an application for rezoning property was received from the owner of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its February 9, 2026, meeting and made an unfavorable recommendation (0 in favor, 8 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

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

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

A 3.0 acre (more or less) tract of land consisting of three (3) parcels, of which two (2) parcels are generally located at the northwest corner of Allen Avenue and Sandra Avenue and zoned St. Charles City Zoning District “R-1E/EHP” Single-Family Residential District within the Extended Historic Preservation District and one (1) parcel is generally located northwest of the intersection of Reservoir Avenue and Allen Avenue and zoned St. Charles City Zoning District “C-1/EHP” Neighborhood Business District within the Extended Historic Preservation District, are rezoned from their current zoning districts to St. Charles City Zoning District “C-2/EHP” General Business District within the Extended Historic District. The land is more particularly described in the Attached Exhibit A and incorporated by this reference.

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

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk





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Bax Project No. 16-16858B

JLH

Five tracts of land being part of Lot 4 and Lot 7 of "Halls Subdivision", a subdivision according to the plat thereof recorded in Deed Book 3 Page 337 of the St. Charles County Records, within township 46 north, range 5 east of the fifth principal meridian, city of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

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EXHIBIT A



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Page 2 of 2

thence along the said South right-of-way line of Reservoir Avenue, South 67 degrees 02 minutes 15 seconds East 28.41 feet to a point on the West right-of-way line of Allen Avenue, 40 feet wide; thence along the said West right-of-way line of Allen Avenue, South 22 degrees 48 minutes 48 seconds West 184.20 feet to the Point of Beginning, containing 3.146 acres.

RCA FORM (OFFICE USE ONLY)

Bill # 14063

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Mark Hollander

Description:

Case No. Z-2026-02. (Jonathan Milo) An application to rezone a one (1) acre (more or less) tract of land located at 1423 S 5th Street from "C-2" General Business District to "C-3" Highway Business District for a proposed Marijuana Facility. The property is located in Ward 2..

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

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

Summary:

The City has received an application to rezone the property located at 1423 S. Fifth Street from C-2 General Business District to C-3 Highway Business District. If the requested rezoning is approved, the applicant intends to convert the abandoned restaurant (previously Denny's) into a Marijuana Facility (Dispensary); however, the focus of the review is whether the requested zoning district is appropriate for this location, independent of any single proposed use, and whether the district's permitted and conditional uses are compatible with the surrounding development pattern. After review of the rezoning request, potential land uses within the City's Zoning Ordinance, the updated 2026 Comprehensive Plan, area development patterns, staff finds the requested rezoning to be appropriate and compatible with the surrounding area land uses and zoning.

The Planning and Zoning Commission held a public hearing on this item at their February 9, 2026 meeting where the applicant spoke and there were five (5) speakers from the public. One (1) speaker was opposed, two (2) in favor, and two (2) had general questions. The Commission voted to forward the application to the City Council with a favorable recommendation (6 in favor, 1 opposed, 1 recusal).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEMS #7

**STAFF REPORT
CASE NO. Z-2026-02
REZONING: C-2 TO C-3
1423 S. FIFTH STREET**

**FEBRUARY 9, 2026
BY LARA BERRY**

APPLICANT: Jonathan Milo
7110 N. Broadway
St. Louis, Missouri 63147

OWNER: Erkmann Properties, LLC
102 Bellardia Court
Montgomery, Texas 77316

ADDRESS/LOCATION: 1423 S. Fifth Street
Ward 2

LOT SIZE: 1.0 acre

EXISTING ZONING: C-2 General Business District

REQUESTED ZONING: C-3 Highway Business District

PROPOSED USE: Marijuana Dispensary

SURROUNDING ZONING:

Direction	Zoning	Land Use
North	C-2	Gas Station with Convenience Store
South	Interstate 70	Interstate Highway/MODOT Right-of-Way
East	C-2	Multi-Tenant Plaza – Office/Retail
West	C-2	Hotel

SUMMARY OF REQUEST

The City has received an application to rezone the subject property from C-2 General Business District to C-3 Highway Business District for the purpose of allowing a proposed Marijuana Facility (Dispensary). This location has an existing structure that was most recently used as a Denny's Restaurant which has since been abandoned with no current tenant/use.

On June 20, 2023, the City Council passed Ordinance #23-071 relating to the regulation of marijuana and associated businesses in compliance with Section XIV of the Missouri Constitution. Among a number of amendments to the previously approved Medical Marijuana Regulations (Chapter 675 of the City of St. Charles Code of Ordinances) and most relevant to this application,

there were amendments made to Permitted Locations (Section 675.110). These locations are provided below:

Permitted Locations:

- A. *A Marijuana Facility may be located in any of the following zoning districts as a permitted use:*
- *I-2 Heavy Industrial District*
 - *I-1 Light Industrial District*
 - *C-3 Highway Business District*
- B. *No Marijuana Facility shall be located at the following locations:*
1. *Within one thousand (1, 000) feet of a daycare as defined in Article 14 of the Missouri Constitution;*
 2. *Within one thousand (1, 000) feet of any educational institution or school as defined in Article 14 of the Missouri Constitution, or college or university, either public or private;*
 3. *Within one thousand (1, 000) feet of any church as defined in Article 14 of the Missouri Constitution;*
 4. *Within one thousand (1, 000) feet of any public park or public pool*
 5. *Within one thousand (1, 000) feet of any halfway house or correctional facility;*
 6. *Within one thousand (1, 000) feet of any other Marijuana Facility; or*
 7. *Within any building or structure that contains a residential unit.*
- C. *No Marijuana Facility shall be located more than one thousand (1, 000) feet from the centerlines of Interstate 70 or Interstate 370.*

While this application is specific to rezone a parcel for the expressed use of a marijuana dispensary, all uses within the C-3 District should be evaluated for appropriateness. Accordingly, staff's review focuses on whether the requested C-3 Highway Business District is appropriate for this location, independent of any single proposed use, and whether the district's permitted and conditional uses are compatible with the surrounding development pattern.

Additionally, although this application is specific to a future marijuana dispensary, no official site plan has been submitted at this time. However, according to the applicant, they plan to make exterior alterations. If the rezoning were to be approved by the City, a future Site Plan application may be necessary before construction, in which staff will evaluate all design standards of the Code (design, parking, any potential traffic concerns which may include a Traffic Impact Study for the change in use, landscaping, lighting, etc., associated with a proposed use, etc.).

PAST REVIEWS

The Commission may recall two (2) other rezoning requests from the last few years for this general area. Staff provides the following summaries of these requests:

Z-2022-16

In November of 2022, the Three Flags Center, the multi-tenant plaza, to the east of this subject site, requested a rezoning of the 2.37-acre parcel. Associated with this request, the applicant was also requesting a Conditional Use Permit (CU-2022-74) for a Tattoo Establishment. While Planning Staff provided a favorable recommendation for both the rezoning and conditional use request, the Commission forwarded the rezoning application to the City Council with a non-

favorable recommendation (0 in favor, 7 opposed); however, the Commission did provide a favorable recommendation (7 in favor, 0 opposed) to Council regarding the conditional use. The Commission provided the explanation for the non-favorable recommendation on the rezoning proposal being they had concerns with the other land uses associated with the proposed rezoning for this prominent property. Subsequently, the City Council also did not vote in favor (1 in favor, 7 opposed) of the rezoning and the request failed due to similar reasons as the Commission.

Z-2023-12

In September of 2023, an undeveloped parcel just east of the Three Flags Center, requested a rezoning for a 0.67-acre parcel. This application was also for a proposed Marijuana Facility. Although Planning Staff provided a favorable recommendation for the rezoning request, staff received a request to withdraw the application the morning before the Planning and Zoning Commission meeting that the request was to be considered.

While prior rezoning requests in the immediate area were not ultimately approved or were withdrawn, staff's current recommendation is based on the specific location of the subject property, its direct adjacency to Interstate 70, allowed land uses of the C-3 district and its correlation to a designated Activity Center where higher-intensity commercial uses are anticipated by the Comprehensive Plan.

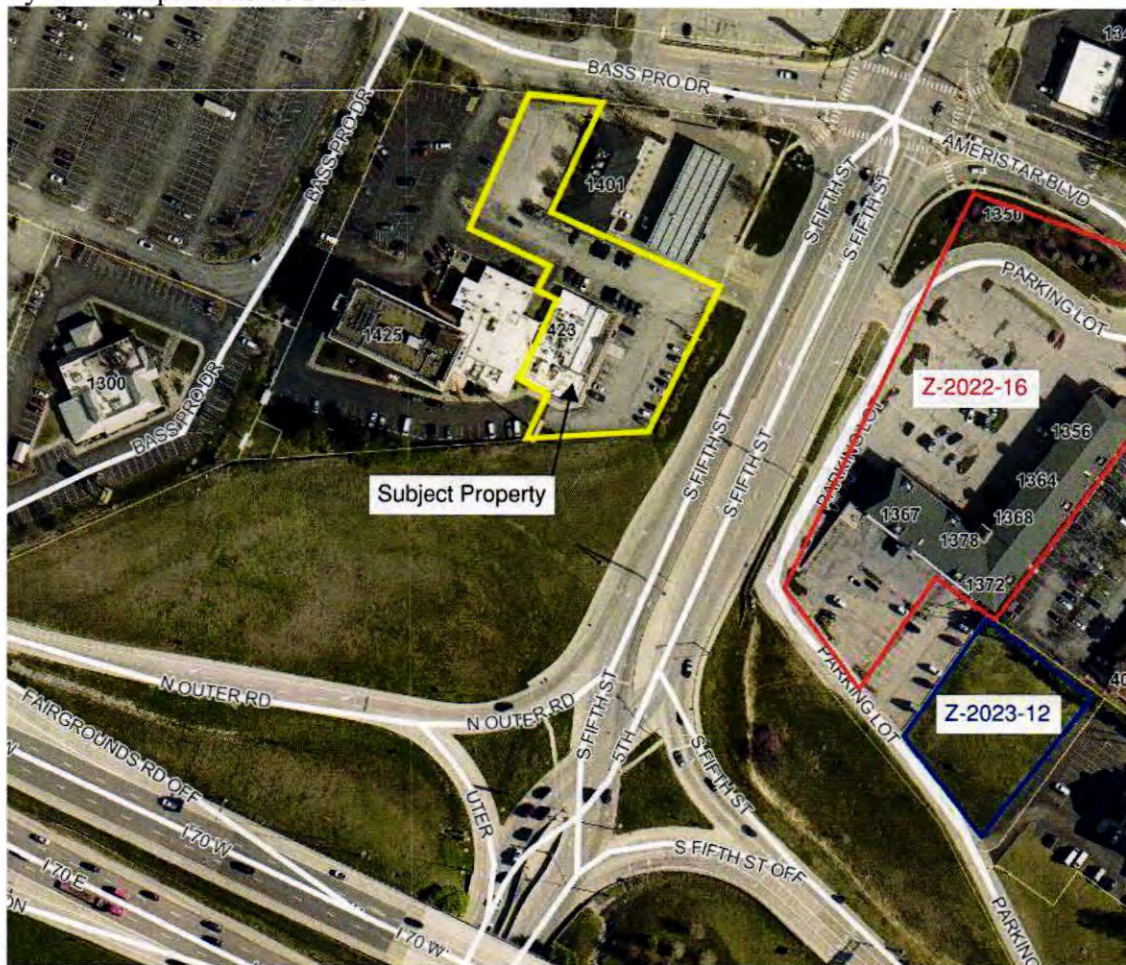


Figure 1: Aerial Photo of the Subject Property with Previous Applications Identified.

ANALYSIS

Figure 2 below identifies area zoning of the subject parcel along with adjacent parcels. Predominantly, every parcel north of the S. 5th Street and I-70 interchange is zoned C-2 General Business District, with C-3 Highway Business District just west of the subject property within Mark Twain Village directly adjacent to I-70. On the surface, due to the subject property's location in relation to the highway and other C-3 zoned properties, this rezoning could fit within this vicinity. The property's immediate adjacency to I-70 and its placement within a regional commercial node distinguish it from other C-2 properties further removed from the interchange.

Per the Purpose statement of the C-3 Highway Business District, it is intended to be a zoning district which permits all types of commercial activity: retailing, wholesaling, warehousing, provision of personal and business services, and entertainment. While this application should focus on the appropriateness of the proposed Zoning District, staff notes that currently, this property appears to comply with all location requirements of a Marijuana Facility, except for being in a qualifying zoning district.

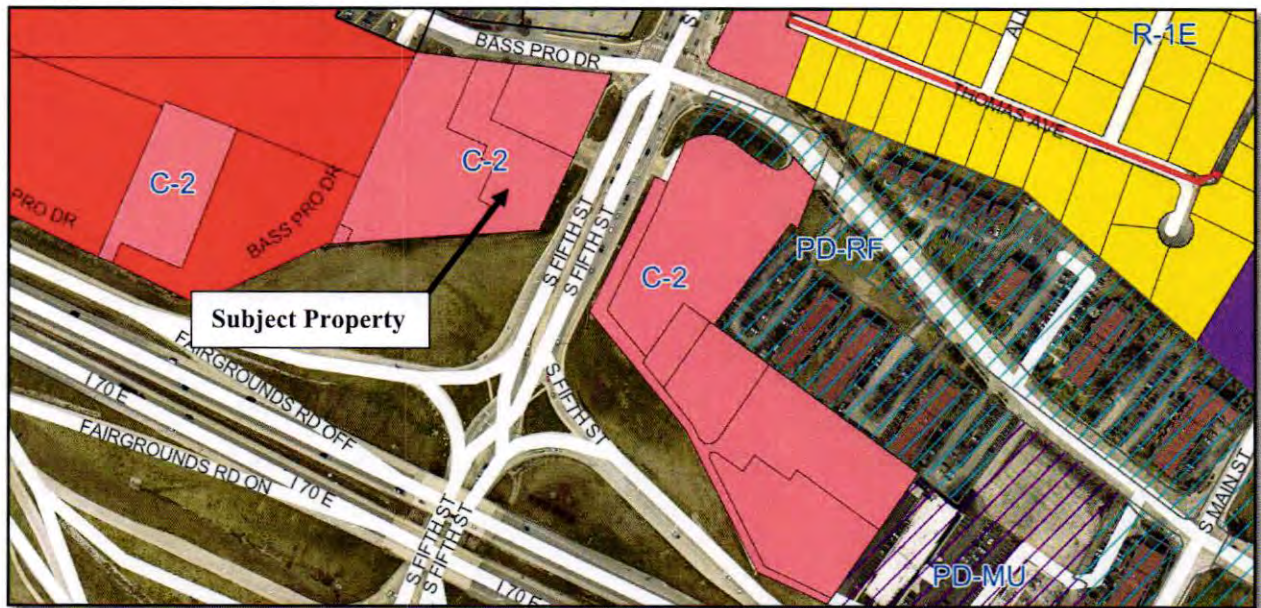


Figure 2: Area Zoning of the Subject Property.

Staff notes that changing the zoning of this property could potentially open this property to a number of other uses, both permitted by right and conditional uses (special review) within the C-3 District. These uses are listed in the table on the following page (proposed land use is highlighted for convenience).

Permitted Uses	Conditional Uses
Animal service establishments with or without a kennel for overnight stays	Fertilizer storage associated with a retail business
Kratom products facility	Material storage yards, in connection with a permitted use
Lumber and building materials stores, but not a lumberyard.	Sale or storage of stone products
Marijuana facility	Welding or soldering shops
Mini-warehouses	Agricultural or farm implements for sale, storage or repair
Mortuary and monument sales	Boat and boat trailer, repair, sales and storage
Nurseries for growing plants, trees, shrubs	Mobile home sales
Painting shops and bottling works	Tattooing, body piercing or branding establishment
Printing, publishing and engraving establishments	Truck stop
Radio and television stations and studios or recording studios	Bus terminal
Retail establishments greater than eight thousand (8,000) square feet	More than one (1) dwelling unit above the ground floor up to a maximum of eighteen (18) units per acre
Wholesale establishment, truck terminal or warehouse (less than 15,000 sf)	Taverns and bars

Table 1: C-3 Zoning District Uses (highlighted is the intended land use).

Many of the uses permitted within the C-3 Highway Business District are commercial in nature and similar in intensity to existing development along the Interstate 70 corridor. Several uses are also subject to additional performance standards or spacing requirements, which further limits potential incompatibility with surrounding properties.

While this property is currently a vacant restaurant and the applicant has proposed a specific use, Planning Staff, the Commission, and the City Council must consider the possibility of this property being redeveloped in the future for any uses allowed via the C-3 district. Staff would encourage the Commission and Council to consider the potential available uses and discuss any concerns regarding the more restrictive uses. Currently, the Zoning Code provides additional regulations on some of the more sensitive uses, such as Tattoo Establishments and Animal Service

Establishments, whereas Marijuana uses are additionally regulated via Chapter 675 of the Municipal Code (identified earlier)

Some of these have additional regulations that could exclude the subject property from these uses are:

- One tattoo, body piercing or branding establishment shall not be located within seven thousand five hundred (7,500) feet of a similar establishment.

Staff's Comment(s): The closest tattoo establishment, Frenchtown Tattoo Company, is just over 7,500 feet. As mentioned in the Past Reviews portion of this report, both staff and the Commission provided a favorable recommendation for a Tattoo Establishment; however, that was contingent upon the rezoning request.

- Animal service establishments with or without a kennel for overnight stays, including veterinarian, small animal hospital, pet adoption, grooming and other similar uses. Any rooms, cages, or pens be maintained within a completely enclosed, soundproof building and that such use be operated in such a way as to produce no objectionable noise or odors outside its walls. Open pens or runs shall be at least three hundred (300) feet from a residential district.

Staff's Comment(s): This may be an available use, as the closest residential district is over 300 feet of the property on the north side of Ameristar Boulevard.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located near the I-70/Fifth Street Interchange and has been identified as Activity Center #7. This area should accommodate more intense uses and density. This node interchange is the location of generally the densest commercial development of the City, for example, Ameristar Casino, Bass Pro Shop (Mark Twain Village), Streets of St. Charles, and Riverpointe. Based upon its proximity to this node, it has been identified and planned that more intense uses should be appropriate. Within the Comprehensive Plan, and described above, adjacency to nodes/activity centers are encouraged to accommodate higher densities and intense uses. As you move further from that node/activity center, the intensity/density should decrease. Based upon this information, a more intense zoning, like C-3 Highway Business District, would be supported by the Comprehensive Plan.

STAFF RECOMMENDATION

After review of the rezoning request, potential land uses within the City's Zoning Ordinance, the updated 2026 Comprehensive Plan, area development patterns, staff finds the requested rezoning to be appropriate and compatible with the surrounding area land uses and zoning. The Department of Community Development recommends the rezoning request be forwarded to the City Council with a favorable recommendation, as submitted.

Recommended Motions:

Motion to forward a favorable recommendation to the City Council for application Z-2026-02.

Lara Berry

From: [REDACTED]
Sent: Friday, January 16, 2026 8:28 AM
To: Lara Berry
Cc: [REDACTED]
Subject: RE: Rezoning Application - 1423 S 5th Street
Attachments: DownloadAndView.pdf

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

Lara,

Please accept the below statement as a narrative for the proposed use of the existing Denny's building. The warranty deed is attached.

"We are requesting a zoning change from C-2 to C-3 to accommodate a cannabis dispensary, a use permitted under C-3 but restricted under C-2. The surrounding commercial uses and existing development patterns are consistent with C-3 zoning, and the requested change is compatible with the character and intensity of the neighboring businesses."

Thanks, Shawn

Shawn Luesse
Vice-President
Hughes Custom Homes, LLC
[REDACTED]
[REDACTED]

From: Brandon Smart [REDACTED]
Sent: Thursday, January 15, 2026 7:09 PM
To: Jonathan Milo [REDACTED]; Tom Hughes [REDACTED]; Shawn Luesse [REDACTED]
Subject: Re: Rezoning Application - 1423 S 5th Street

Will respond tomorrow

Get [Outlook for iOS](#)

From: Jonathan Milo [REDACTED]
Sent: Thursday, January 15, 2026 7:06:38 PM
To: Brandon Smart [REDACTED]; Tom Hughes [REDACTED]; Shawn Luesse [REDACTED]
Subject: Fw: Rezoning Application - 1423 S 5th Street

FYI, looks like we need some immediate responses.

From: Lara Berry <[REDACTED]>
Sent: Thursday, January 15, 2026 4:20:25 PM
To: Jonathan Milo <[REDACTED]>
Subject: Rezoning Application - 1423 S 5th Street

Good afternoon,

Upon a completeness review of the applications submitted for the February 9, 2026 P&Z Commission meeting, staff has the following comments for the 1423 S 5th Street rezoning application:

- 1) Please provide a brief narrative explaining the reason for this request. In other words, is there an intended use for the property that cannot be achieved through the existing zoning?
- 2) Please provide a copy of the General Warranty Deed for the property.

Please provide the above information **by 8:00 am on Tuesday, January 20, 2026** to move this application forward.

Thanks,

Lara Berry

Planner

Department of Community Development

City of Saint Charles

200 North Second Street

St. Charles, MO 63301

Main Office 636.949.3222

Direct Phone 636.949.3230

Fax 636.949.3557

Bill No. 14063

Ordinance No. _____

Sponsor: Mark Hollander

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "C-3" HIGHWAY BUSINESS DISTRICT FROM ST. CHARLES CITY ZONING DISTRICT "C-2" GENERAL BUSINESS DISTRICT A 1.0 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT 1423 SOUTH FIFTH STREET.

Whereas, an application for rezoning property was received from the owner of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its February 9, 2026, meeting and made a favorable recommendation (6 in favor, 1 opposed, 1 recusal) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

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

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

A 1.0 acre (more or less) tract of land located at 1423 South Fifth Street is rezoned from St. Charles City Zoning District "C-2" General Business District to St. Charles City Zoning District "C-3" Highway Business District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14063

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



**SIGN
HERE**

Adjusted Parcel 2 of the Boundary Adjustment Plat of Tracts of Land in U.S. Survey 3280 according to the plat thereof recorded in Plat Book 41 Page 199 of the St. Charles County Records and being more particularly described as follows:

A parcel of ground in U.S. Survey 3280, Township 46 North, Range 5 East, St. Charles County, Missouri said parcel being more particularly described as follows: Beginning at a point in the North Right-of-Way line of Interstate 70 (Mark Twain Highway) at its intersection with the Western line of 5th street; thence along the North line of said Interstate 70, South 85 degrees 04 minutes 00 seconds West, 139.31 feet to a point; thence leaving said North line, North 24 degrees 11 minutes 00 seconds East, 63.64 feet to a point; thence North 65 degrees 49 minutes 00 seconds West, 27.48 feet to a point; thence North 24 degrees 11 minutes 00 seconds East, 80.82 feet to a point; thence North 65 degrees 49 minutes 00 seconds West, 27.00 feet to a point; thence North 24 degrees 11 minutes 00 seconds East, 30.00 feet to a point; thence North 65 degrees 49 minutes 00 seconds West, 94.12 feet to a point; thence North 24 degrees 11 minutes 00 seconds East, 156.49 feet to a point on the Northern line of property first described in deed to St. Charles Foods, Inc., recorded in Book 469, page 209, St. Charles County Recorder's Office; thence along said Northern line, South 83 degrees 42 minutes 00 seconds East, 78.08 feet to a point; thence leaving said Northern line, South 24 degrees 11 minutes 00 seconds West, 128.45 feet to a point; thence South 65 degrees 49 minutes 00 seconds East, 196.00 feet to a point on the West line of Fifth Street; thence Southwardly 4.95 feet along the Western line of Fifth Street, being a curve to the left, having a radius of 11549.20 feet (chord bearing of South 24 degrees 11 minutes 44 seconds West, 4.95 feet) to a point; thence South 24 degrees 11 minutes 00 seconds West, 153.74 feet to a point; to the point of beginning and containing 1.003 Acres (43,677 Square Feet) more or less.

Subject to Easements, Conditions, Restrictions, Building Lines, and Zoning Ordinances, if any.

RCA FORM (OFFICE USE ONLY)

Bill # 11064

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Case No. Z-2026-03. (Clement Management Services LLC) An application to establish the zoning for a 150,401 square feet tract of land located at 3707 Veterans Memorial Parkway, to the City of St. Charles "C-2" General Business District. The subject property is located in Ward 6.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This request is to establish zoning for a previously annexed parcel located at 3707 Veterans Memorial Parkway. Common City practice requires that an annexation application, along with the establishment of the zoning district, be reviewed by the Planning and Zoning Commission prior to final approval of an ordinance at City Council. While annexation was approved at the March 2, 2025 City Council meeting, establishment of zoning did not occur. In order to allow future expansion and current uses at this lot, establishment of zoning is needed and will occur associated with this application. The Planning and Zoning Commission previously approved Site Plan SP-2025-03 for the office/vehicle repair building; which was reviewed and approved per the C-2 General Business District standards. Establishing C-2 zoning now does not change the approved site plan but instead establishes the zoning district for which the project was reviewed and approved.

The Planning and Zoning Commission considered this item at their February 9, 2026 meeting. There was one (1) public speaker with general questions. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #4

**STAFF REPORT
CASE NO. Z-2026-03**

3707 VETERANS MEMORIAL PKWY

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT/ OWNER: Clement Management Services LLC
190 Spring Drive
St. Charles, MO 63303

ADDRESS/LOCATION: 3707 Veterans Memorial Parkway
Ward 6

ACREAGE: 3.45 acre tract of land (more or less)

REQUESTED ZONING: City C-2 General Business District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	N/A	Highway I-70
South	County C2 General Business District	Vehicle Storage
East	C-2 General Business District	Vehicle Sales
West	C-2 General Business District	Vehicle Sales

REQUEST/BACKGROUND

In February of 2025, The City received a request from Clement Management Services LLC to annex the property located at 3707 Veterans Memorial Parkway into the City of St. Charles in order to construct an office/vehicle repair building on the subject property. Common City practice requires that an annexation application, along with the establishment of the zoning district, be reviewed by the Planning and Zoning Commission prior to final approval of an ordinance at City Council. However, due to the unique circumstances of this project, the establishment of zoning did not occur with the annexation as is typical. While annexation was approved at the March 2, 2025 City Council meeting, establishment of zoning did not occur. In order to allow future expansion and current uses at this lot, establishment of zoning is needed and will occur associated with this application.

With the annexation, a site plan was approved by Planning and Zoning Commission (SP-2025-03), but as identified earlier, zoning was inadvertently never assigned to the parcel. Construction of the office/vehicle repair building was designed and approved under the design standards of the C-2 General Business District, even though the parcel had not been officially assigned a zoning district. While the building is currently under construction, with approved building permits being issued, the applicant and staff are requesting that the C-2 Zoning District be officially assigned to 3707 Veterans Memorial Parkway to bring this site into full compliance of City Code.

As stated above, the building is being constructed in compliance with the C-2 standards. The requested establishment of the C-2 zoning district does not constitute any changes to the previously approved site plan, but instead establishes the zoning district for which the project was reviewed and approved. The proposed use, building design, and site layout have already been reviewed by the Planning and Zoning Commission as part of the site plan approval process. Additionally, this zoning request is consistent with the surrounding area zoning and uses.



Figure 1: Area zoning Map.

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located in-between Activity Centers #4 (I-70/Cave Springs Interchange) and #5 (I-70/Zumbahl Interchange). The majority of the properties in the surrounding area are commercial zoning and are also developed for this use. The Department of Community Development considers this annexation and rezoning request to be in general conformance with the Updated 2026 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the establishment of zoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motions:

*Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2026-03.*



Figure 2: Aerial photo of the Subject Property.

Figure 4: Photo of the Subject Property.



Figure 3: Approved Site Plan.

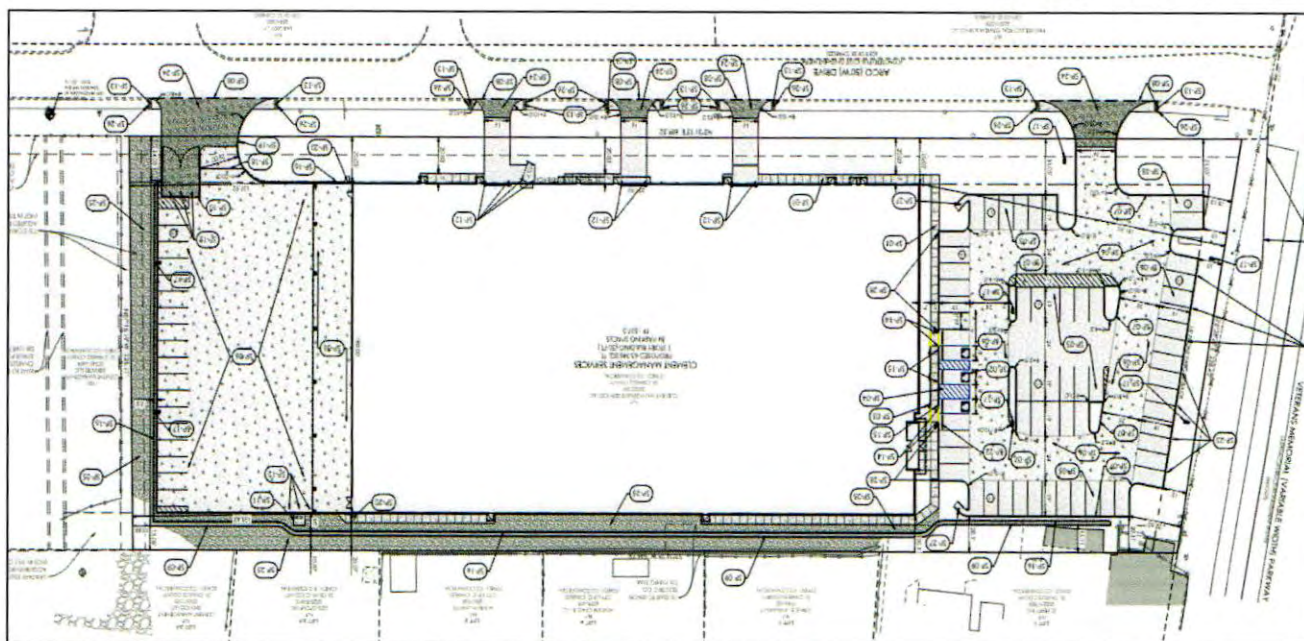


EXHIBIT A

Order No.: STL2406188

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3 AND 4 OF ARCO BUSINESS PARK", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3 AND 4 OF ARCO BUSINESS PARK" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE); NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 16 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

Bill No. 14064

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE TO ESTABLISH THE ZONING FOR A 150,401 SQUARE FOOT TRACT OF LAND LOCATED AT 3707 VETERANS MEMORIAL PARKWAY AS ST. CHARLES CITY ZONING DISTRICT "C-2" GENERAL BUSINESS DISTRICT.

Whereas, an application for rezoning property was received from the owner of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its February 9, 2026, meeting and made a favorable recommendation (8 in favor, 0 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

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

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

A 150,401 square foot tract of land located at 3707 Veterans Memorial Parkway is zoned St. Charles City Zoning District "C-2" General Business District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14064

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



Legal Description: PT US SUR 979 & PT FRL - BROPH'S MOBILE HOME SALES

EXHIBIT A

Order No.: STL2408188

A TRACT OF LAND BEING PART OF U.S. SURVEY 979 AND PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 47 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3 AND 4 OF ARCO BUSINESS PARK", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH LINE OF "OXFORD CROSSING", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 30 PAGES 369-371 OF SAID RECORDS; THENCE NORTHWARDLY ALONG SAID EAST LINE OF ADJUSTED LOT 2 OF "RESUBDIVISION OF LOTS 2, 3 AND 4 OF ARCO BUSINESS PARK" AND ALONG THE EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 1031.97 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF ARCO DRIVE (50 FEET WIDE), NORTH 03 DEGREES 31 MINUTES 13 SECONDS EAST 689.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SAID POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1174+47.43; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, SOUTH 76 DEGREES 28 MINUTES 29 SECONDS EAST 228.62 FEET TO A POINT BEING 140.00 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 1176+76.05; THENCE SOUTHWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF "TWIEHAUS PLACE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 82 OF SAID RECORDS, ALONG THE WEST LINE OF "FLOANN SUBDIVISION", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 5 PAGE 83 OF SAID RECORDS, AND ALONG THE WEST LINE OF PROPERTY CONVEYED TO MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 2233 PAGE 1578 OF SAID RECORDS, SOUTH 03 DEGREES 31 MINUTES 28 SECONDS WEST 646.69 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF THE MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST PROPERTY, NORTH 87 DEGREES 18 MINUTES 19 SECONDS WEST 225.11 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING APRIL, 2017.

EXHIBIT A

RCA FORM (OFFICE USE ONLY)

Bill # 14065

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Approve an ordinance to annex into the City a 18,324 square foot tract of land known as 3701 Veterans Memorial Parkway.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This application involves a 18,324 square foot tract of land known as 3701 Veterans Memorial Parkway, which is currently under the jurisdiction of Unincorporated St. Charles County. Application Z-2025-04 (also on the March 3, 2026 City Council agenda) would establish zoning for this parcel, should it be annexed. The annexation of this tract will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County.

The Planning and Zoning Commission held a public hearing on this item at their February 9, 2026 meeting. There was one (1) public speaker with general questions. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #6

**STAFF REPORT
CASE NO. Z-2026-04**

3701 VETERANS MEMORIAL PKWY

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT/ OWNER: JD Ferry Inc.
330 Portico Court
St. Louis, MO 63017

ADDRESS/LOCATION: 3701 Veterans Memorial Parkway
Ward 6 upon annexation

ACREAGE: 0.42 acre tract of land (more or less)

EXISTING ZONING: County C2 General Commercial District

REQUESTED ZONING: City C-2 General Business District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	N/A	Highway I-70
South	County R1E Single-Family Residential District	Single-Family Residential
East	C-2 General Business District	Vehicle Sales
West	N/A	Office/Vehicle repair

REQUEST

The City has received an application to rezone 3701 Veterans Memorial Parkway upon annexation from St. Charles County C2 General Commercial District to City C-2 General Business District. The subject property is an approximate 0.42 acre lot (18,324 sqft) and is located on the south side of Veterans Memorial Parkway and west of Clearview Drive. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing commercial, vehicle sales use. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the C-2 General Business District.

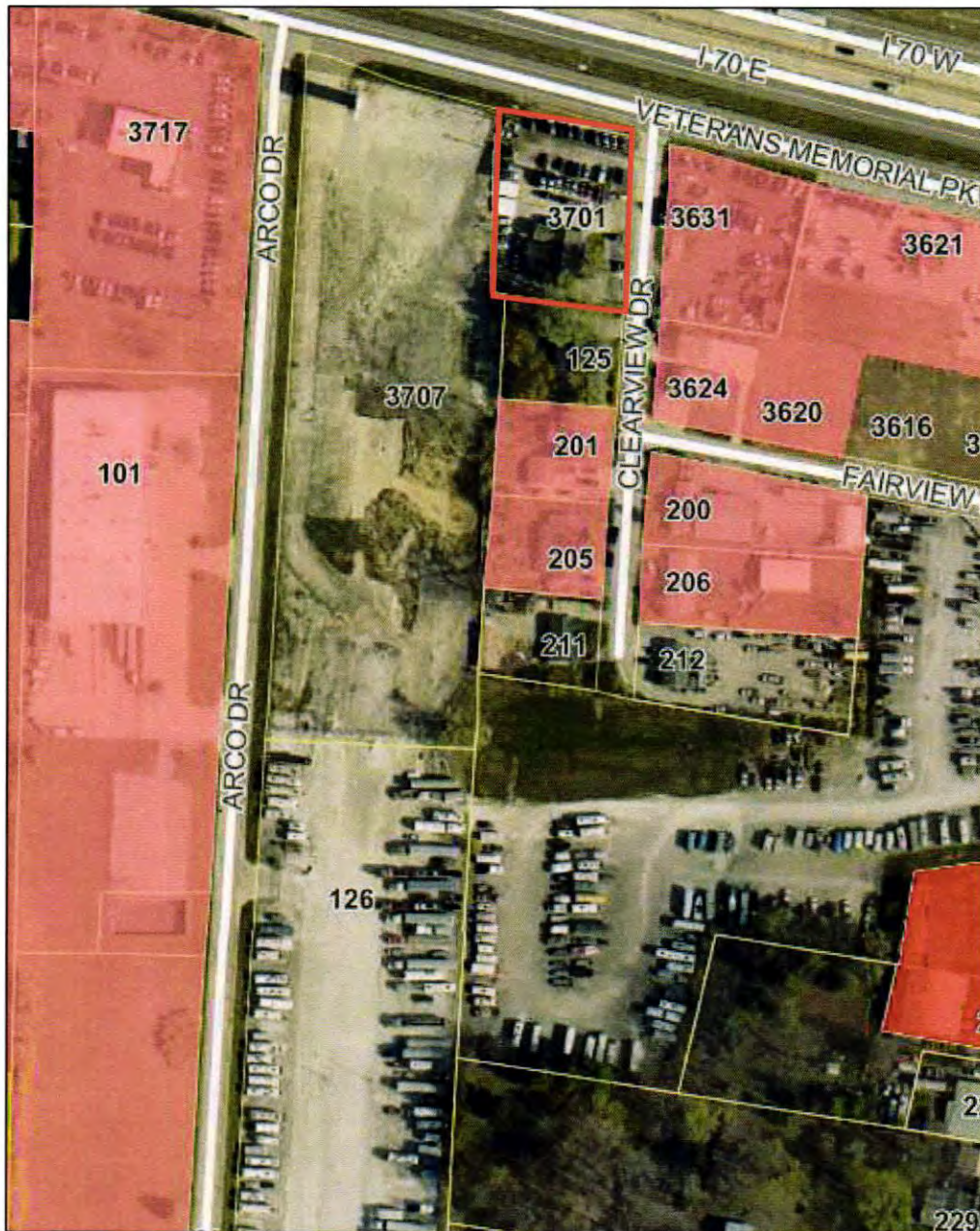


Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest

activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located in-between Activity Centers #4 (I-70/Cave Springs Interchange) and #5 (I-70/Zumbehl Interchange). The majority of the properties in the surrounding area are commercial zoning and are also developed for this use. The Department of Community Development considers this annexation and rezoning request to be in general conformance with the Updated 2026 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motions:

*Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2026-04.*

*Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2026-04.*

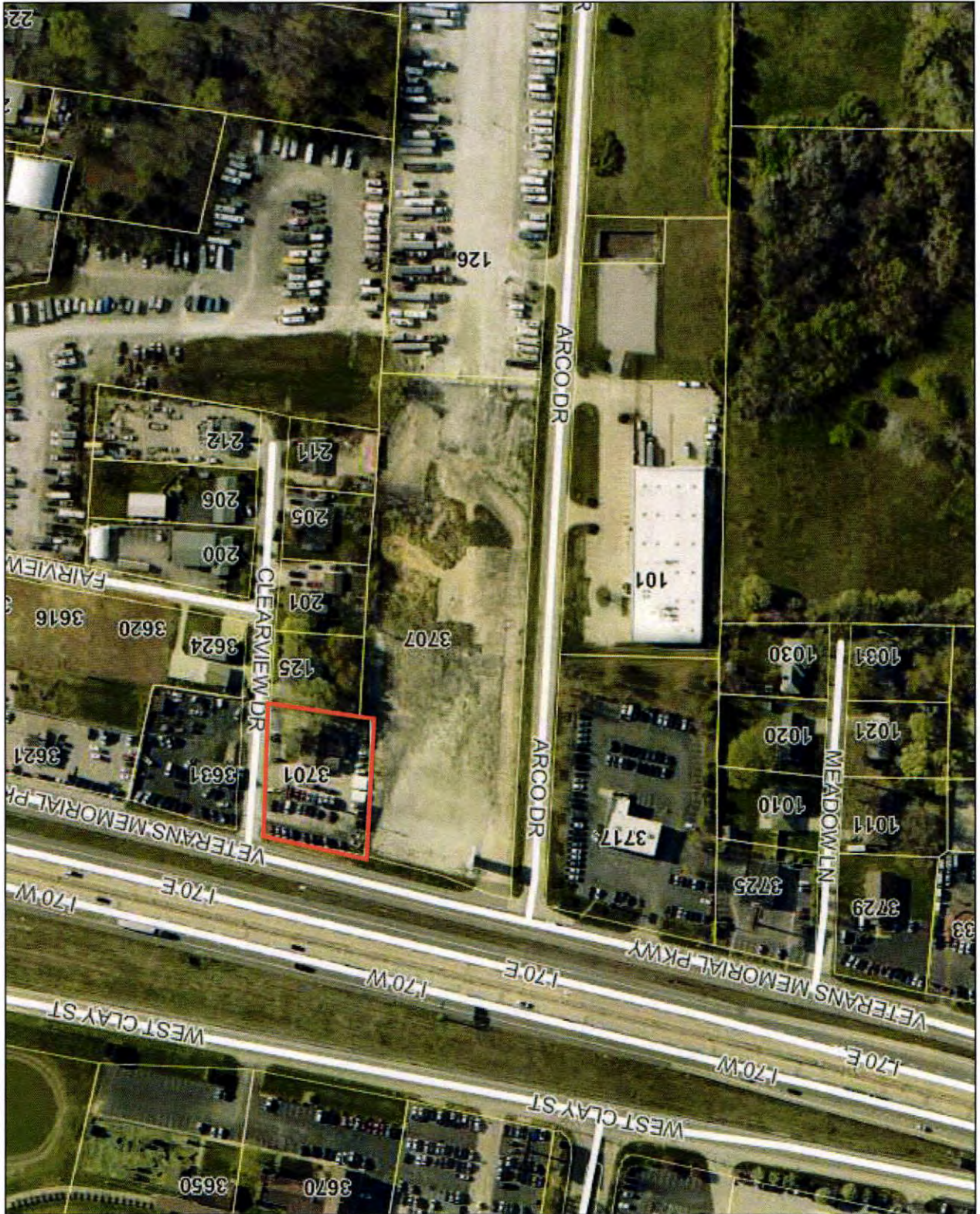


Figure 2: Aerial photo of the Subject Property.



Figure 3: Photo of the Subject Property.

Lots 1 and 3 of TWIEHUAS PLACE, as per plat thereof recorded in Plat Book 5 page 82 of the St. Charles County Records.

The Real Property or its address is commonly known as 3701 Veterans Memorial Parkway, St. Charles, MO 63303 and 117 Clearview Drive, St. Charles , MO 63303.

Sponsor: Justin Foust

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 JD FERRY INC., APPROXIMATELY 18,324 SQUARE FEET OF LAND LOCATED AT 3701 VETERANS MEMORIAL PARKWAY.

WHEREAS, a certain verified petition signed by the owner of the land hereinafter described requesting annexation of said land into the City of Saint Charles, Missouri, was filed with the City Clerk; and

WHEREAS, said land as hereinafter described is adjacent and contiguous to the present municipal boundaries of the City of Saint Charles, Missouri; and

WHEREAS, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this verified petition at its February 9, 2026, meeting and made a favorable recommendation (8 in favor, 0 opposed) to the City Council; and

WHEREAS, the City Council of the City of Saint Charles, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW THEREFORE, Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Pursuant to the Revised Statutes of Missouri Section 71.014, the land, as more particularly described in the attached Exhibit A, which is incorporated herein by this reference, is annexed into the City of Saint Charles, Missouri.

SECTION 2. The boundaries of the City of Saint Charles, Missouri are altered so as to encompass the above described land lying adjacent and contiguous to the present municipal boundaries of the City.

SECTION 3. The City Clerk is directed to file three certified copies of this Ordinance with the County of St. Charles, Missouri.

SECTION 4. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person, entity or political subdivision shall, for any reason, be adjudged by a court of competent jurisdiction to be

unconstitutional or invalid, or if any judgment shall find that a particular tract of land is not contiguous to the City of Saint Charles, said judgment shall not affect, impair or invalidate the remainder of this ordinance in the application of such provision to other person, entities or political subdivision, and shall be confined in its operation to the provision, clause, sentence, paragraph, section or a part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, entity or political subdivision involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional, invalid provision or non-contiguous tract of land, clause, sentence, paragraph, section or part thereof not been included.

SECTION 5. The land annexed by this ordinance is designated as part of Ward Six of the City of Saint Charles, Missouri.

SECTION 6. This Ordinance shall be in full force and effect seven (7) days from the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



Lots 1 and 3 of TWIEHUAS PLACE, as per plat thereof recorded in Plat Book 5 page 82 of the St. Charles County Records.

The Real Property or its address is commonly known as 3701 Veterans Memorial Parkway, St. Charles, MO 63303 and 117 Clearview Drive, St. Charles , MO 63303.

RCA FORM (OFFICE USE ONLY)

Bill # 14066

MEETING/DATE: 3/3/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Case No. Z-2026-04. (JD Ferry Inc.) An application to annex and establish the zoning for an 18,324 square foot tract of land located at 3701 Veterans Memorial Parkway, from St. Charles County "C2" General Commercial District to the City of St. Charles "C-2" General Business District. The subject property will be located in Ward 6 upon annexation.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City has received an application to rezone 3701 Veterans Memorial Parkway upon annexation from St. Charles County C2 General Commercial District to City C-2 General Business District. The subject property is an approximate 0.42 acre lot (18,324 sqft) and is located on the south side of Veterans Memorial Parkway and west of Clearview Drive. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing commercial, vehicle sales use. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the C-2 General Business District.

The Planning and Zoning Commission considered this item at their February 9, 2026 meeting where the applicant spoke. There was one (1) public speaker with general questions. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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



AGENDA ITEM #6

**STAFF REPORT
CASE NO. Z-2026-04**

3701 VETERANS MEMORIAL PKWY

**FEBRUARY 9, 2026
BY MADELYN P. BROWN**

APPLICANT/ OWNER: JD Ferry Inc.
330 Portico Court
St. Louis, MO 63017

ADDRESS/LOCATION: 3701 Veterans Memorial Parkway
Ward 6 upon annexation

ACREAGE: 0.42 acre tract of land (more or less)

EXISTING ZONING: County C2 General Commercial District

REQUESTED ZONING: City C-2 General Business District

SURROUNDING ZONING:

<u><i>Direction</i></u>	<u><i>Zoning</i></u>	<u><i>Use</i></u>
North	N/A	Highway I-70
South	County R1E Single-Family Residential District	Single-Family Residential
East	C-2 General Business District	Vehicle Sales
West	N/A	Office/Vehicle repair

REQUEST

The City has received an application to rezone 3701 Veterans Memorial Parkway upon annexation from St. Charles County C2 General Commercial District to City C-2 General Business District. The subject property is an approximate 0.42 acre lot (18,324 sqft) and is located on the south side of Veterans Memorial Parkway and west of Clearview Drive. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing commercial, vehicle sales use. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the C-2 General Business District.

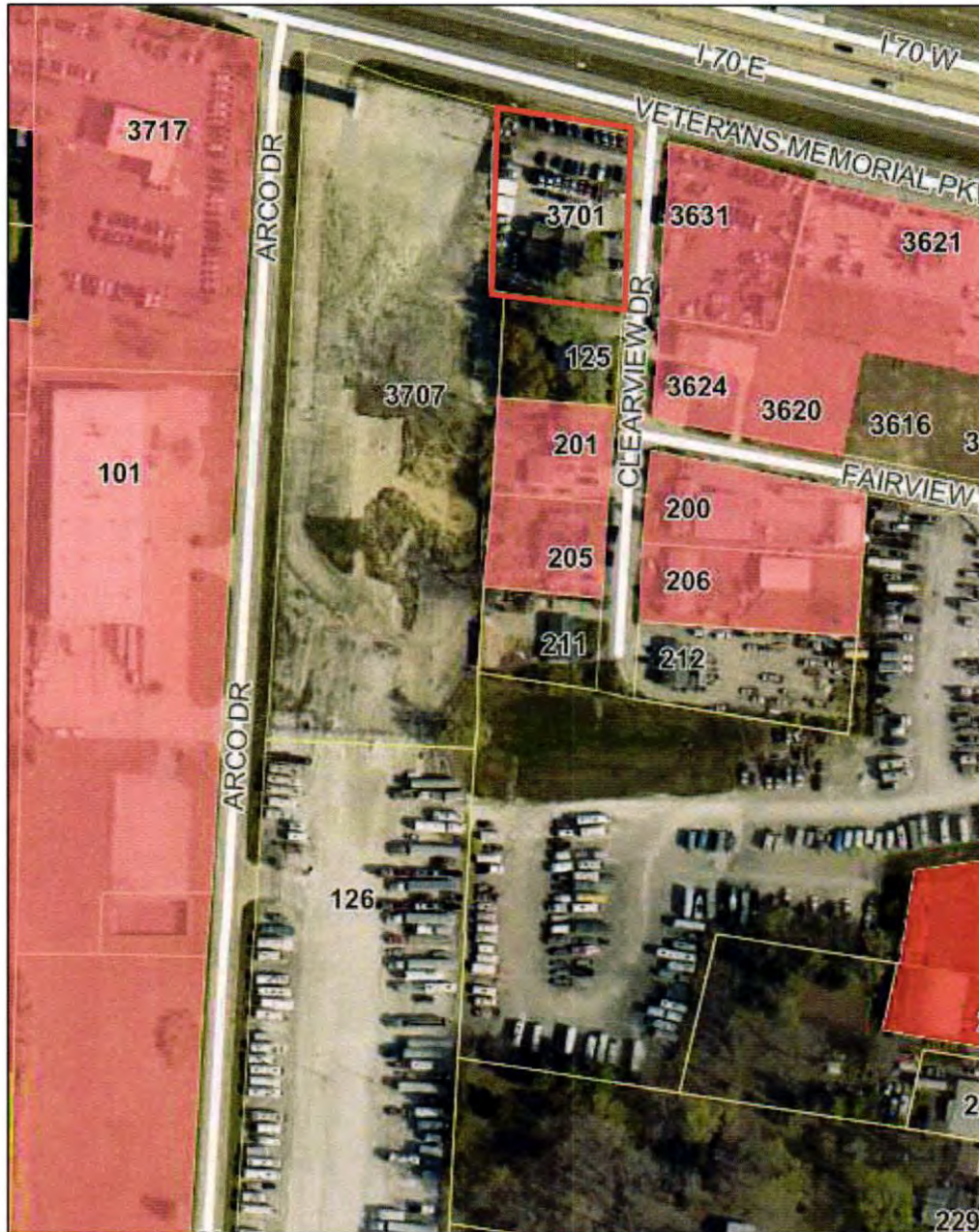


Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest

activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

The subject property is located in-between Activity Centers #4 (I-70/Cave Springs Interchange) and #5 (I-70/Zumbehl Interchange). The majority of the properties in the surrounding area are commercial zoning and are also developed for this use. The Department of Community Development considers this annexation and rezoning request to be in general conformance with the Updated 2026 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motions:

*Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2026-04.*

*Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2026-04.*



Figure 2: Aerial photo of the Subject Property.



Figure 3: Photo of the Subject Property.

Lots 1 and 3 of TWIEHUAS PLACE, as per plat thereof recorded in Plat Book 5 page 82 of the St. Charles County Records.

The Real Property or its address is commonly known as 3701 Veterans Memorial Parkway, St. Charles, MO 63303 and 117 Clearview Drive, St. Charles , MO 63303.

Bill No. 14066

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT “C-2” GENERAL BUSINESS DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT “C2” GENERAL COMMERCIAL DISTRICT AN 18,324 SQUARE FOOT TRACT OF LAND LOCATED AT 3701 VETERANS MEMORIAL PARKWAY.

Whereas, an application for rezoning property was received from the owner of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its February 9, 2026, 2025, meeting and made a favorable recommendation (8 in favor, 0 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

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

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

An 18,324 square foot tract of land located at 3701 Veterans Memorial Parkway is rezoned from St. Charles County Zoning District “C2” General Commercial District to St. Charles City Zoning District “C-2” General Business District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14066

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 2/23/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



Lots 1 and 3 of TWIEHUAS PLACE, as per plat thereof recorded in Plat Book 5 page 82 of the St. Charles County Records.

The Real Property or its address is commonly known as 3701 Veterans Memorial Parkway, St. Charles, MO 63303 and 117 Clearview Drive, St. Charles , MO 63303.